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December 2, 2008

The Honorable Anne K. Quinlan  
Acting Secretary  
Surface Transportation Board  
395 E Street, SW  
Washington, D C 20423-0001

**Re: STB Docket No. AB-491 (SUB-NO. 2X), R.J. Corman Railroad  
Company-Revised Offer to Purchase-P&N Coal Company, Inc.**

Dear Secretary Quinlan

P&N Coal Company respectfully submits a Revised Offer to Purchase regarding the  
above matter

We are filing same by e-filing with appropriate service on R J Corman Counsel

Thank you for your time on this matter

Very truly yours,

Jeffrey Lundy, Esquire

JL/em  
Enclosure

**BEFORE THE  
SURFACE TRANSPORTATION BOARD**

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**DOCKET NO AB-491 (SUB-NO 2X)**

**R J CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES, INC  
-- ABANDONMENT EXEMPTION --  
IN CLEARFIELD, JEFFERSON AND INDIANA COUNTIES, PENNSYLVANIA**

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**OFFER TO PURCHASE  
Revised**

**Jeffrey Lundy  
Lukehart & Lundy  
219 East Union Street  
P O Box 74  
Punxsutawney, PA 15767-0074  
(814) 938-8110**

**ATTORNEY FOR P&N COAL  
COMPANY INC.**

**Dated. December 2, 2008**

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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DOCKET NO AB-491 (SUB-NO 2X)

R J. CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES, INC  
-- ABANDONMENT EXEMPTION --  
IN CLEARFIELD, JEFFERSON AND INDIANA COUNTIES, PENNSYLVANIA

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**OFFER TO PURCHASE PURSUANT TO 49C.F.R. §1152.27**

P&N Coal Company makes the following revised Offer to Purchase<sup>1</sup> the Hillman Branch subject of the Notice of Exemption and Abandonment

**Summary:**

The Hillman Branch is a 7.2 mile rail line located in rural western Pennsylvania, which runs to and services a coal tipple owned by P&N Coal Company. R. J. Corman has set the minimum purchase price at **\$1,066,703.00: \$766,703.00 (\$106,486 520 per mile)** for the NLV of the line, and **\$300,000 00** for the real estate. In April 2005 R J Corman's NLV for the same line was **\$255,754 00, or \$35,521 per mile**<sup>2</sup>

**P&N Coal Company's Offer to Purchase is \$186,576.00: \$151,576.00 as NLV for the line, being \$21,052.00 per mile, and \$35,000.00 for the value of the real estate.** This Offer, as detailed hereafter, reflects fair current market values for the line and a fair value for the real estate based upon recent local comparable sales

**1. Identification of Line and Background.**

The Hillman Branch is approximately a seven-mile track located in rural western Pennsylvania situated in the corners of Clearfield, Jefferson, and Indiana Counties, Pennsylvania. The Hillman Branch is located in a densely wooded forest area with no buildings of any kind along the line. The line has a significant 2 69% grade from milepost 0 to milepost 7. The Branch is located in Pennsylvania's coal mining region and over the past several decades, only coal was transported over the line.

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<sup>1</sup> P&N Coal Company revises the prior Offer as permitted by the Surface Transportation Board allowing additional time to submit an OFA via P&N Coal Company's Petition to Toll

<sup>2</sup> This information was recently provided

R. J. Corman acquired the line in 1995 from Conrail and your offeror is informed and believes significant state and federal grant funds were infused into the Hillman line for maintenance and/or upgrades prior to 2006

P&N Coal Company is in the principal business of mining coal and has been conducting mining operation in excess of sixty (60) years. P&N Coal Company has utilized the Hillman Branch over the last decade up to January 2006, transporting more than 2,000,000 tons of coal over this ten (10) year period. P&N Coal Company currently has coal mining permits in the Hillman area (copy attached, marked Exhibit A) with the following reserves, totaling 2,125,000 tons:

MINE	SMP#	Mineable Reserves / Tons
Benezette Mine	24020102	50,000
Camp Run Mine	17010102	1,200,000
Fehley Run Mine	GFCC 33-07-12	60,000
Hiner Mine	03060102	120,000
Hurd Mine	17080104	80,000
Lamick Mine	32070104	150,000
Leathem Mine	33070102	30,000
Moore Mine	32030105	25,000
Oliveburg Mine	33070101	60,000
Porter Mine	33071106	300,000
Shaw Mine	17070107	50,000
TOTAL		2,125,000

The current terminus and principal use of the Hillman Branch is for the P&N Coal Company coal tipple. Attached hereto and marked as Exhibit B are the assessment records reflecting P&N title to the Hillman tipple and current photographs (Exhibit C) of the Hillman tipple today.

## 2. Financial Responsibility.

P&N Coal Company is an ongoing coal company with gross sales averaging over the last five years of eight million (\$8,000,000.00) per year, employs on average about forty-five (45) persons per year and has been financially responsible for a period in excess of three decades.

Attached to this Offer, marked Exhibit D is a certification by First Commonwealth Bank, Indiana, Pennsylvania,<sup>3</sup> P&N Coal Company's financial institution, that P&N Coal Company has the ability to exercise a line of credit currently in the amount of two million dollars for purposes of this transaction and also for purposes of maintaining the line upon purchase of same.

<sup>3</sup> First Commonwealth Financial Corporation is a Pennsylvania business corporation registered as a bank holding company by the Board of the Federal Reserve and has approximately \$6 billion in assets and is headquartered in Indiana, Pennsylvania, operating in 15 counties. It is listed on the New York Stock Exchange under the symbol FCF.

Based upon the Offer to Purchase and projecting three years of maintenance, P&N Coal Company would be deemed a financially responsible party for these proceedings

A comment on expense of operation is appropriate here. R. J. Corman has proffered in response to information request under §1152.27 that the cost of rehabilitating the line is approximately \$135,000.00. R. J. Corman then projects in its annual subsidy that the annual maintenance and cost of operation is the same number as rehabilitating the line. Even accepting the \$135,000 figure as rehabilitation cost for this offer purpose, it is unreasonable to assume the same figure would be required every year for maintenance. This is particularly the case in that P&N Coal Company is informed and believes that substantial grants have been provided which R. J. Corman utilized in the last five years to upgrade and maintain the line. P&N Coal Company has requested additional information from R. J. Corman as to historical maintenance costs and reserves the opportunity to supplement this offer.

### **3. Offer.**

P&N Coal Company, pursuant to its Expression of Intent to Make an Offer, makes a revised Offer of the sum of One Hundred Eighty Six Thousand Five Hundred Seventy Six Dollars (\$186,576.00) to purchase the Hillman Branch from the R. J. Corman Railroad Company.

The aforementioned Offer to Purchase of the line consists of the following analysis of the Net Liquidation Value:

Ties	\$43,596.00	
Switches	10,500.00	
Gates/Flashes	2,250.00	
<u>Rails and Siding</u>	<u>160,030.00</u>	
<b>Net:</b>	<b>216,376.00</b>	
<u>Take up cost</u>	<u>(64,800.00)</u>	
<b>Net Liq. Value:</b>	<b>151,576.00</b>	Per Mile \$21,052.00
<b>Real Estate</b>	<b>35,000.00</b>	
<b>Total Value:</b>	<b>\$186,576.00</b>	

### **4. Disparity Analysis:**

Attached hereto and marked Exhibit E is a chart comparing the valuations of the Hillman Line. Analysis of disparity between Net Liquidation Value and Offer to Purchase between R. J. Corman and P&N Coal Company is as follows:

**Ties:** R J. Corman has provided portions (pages 12 to 15) of Railroad Reappraisal Report-Clearfield Cluster Trackage, May 2008, performed by Stone Consulting & Design, which report forms the basis for R J Corman net liquidation values, including ties Exhibit F. Attached to that Reappraisal Report is a redacted Summary (Exhibit H), dated October 15, 2008, listing the tie values at \$114,471 00 This May 2008 Reappraisal Report is an update of an April, 2005 Valuation Chart, Exhibit G, which lists the ties value at \$43,596 as of April 15, 2005<sup>4</sup>

At page 13 of the Reappraisal the differences between the April 2005 value of \$ 43,596 and October 2008 value of \$114,471 00 is discussed.

*"The 2005 appraisal included an allowance for removal and freight, tie pricing estimates for this assuming an adjusted net disposal cost from 2005 appraisal of \$ 64 per tie on unsuable ties (estimated disposal cost via Muncy), \$3 00 value on landscape ties (NLV=market, ie Dealer removes for free), \$4 00 for a tie with 5-20 years life and \$5 00 for a tie with more than twenty year of estimated life remaining*

*"For 2008, this was adjusted to a net disposal cost of \$2 43 for disposal (still assuming incineration, but primarily due to higher freight and handling costs), \$9 38 for a landscape tie, \$11 25 for 5-20 year life, and \$15 38 for a relay-quality tie with more than twenty years of remaining life This value directly adjusted by retail pricing received by www.adamscole.com in May 2008 Market prices for relay quality ties are now significantly higher than 2005 " (emphasis added)*

The 2008 Reappraisal Report does not provide a breakdown into category of reusable ties for the Hillman line, or for the whole line for that matter Thus it is impossible to calculate and analyze<sup>5</sup> each category for application of pricing of ties It is known however that the R J Corman basis for the 2008 Report prices is a website referred to in the report as www.adamscole.com Attached hereto marked Exhibit I is a printout from the website used by R J Corman consultants to justify the retail prices of the ties The Adams Cole and Dalton Corporation, a Cherokee Service Company, Nationwide Rail Track Removal Service is located in Boise, Idaho The prices used were "retail value", "pick-out your own ties", "freight not included" from their location in "Boise, Idaho "

P&N Coal Company, to ascertain current values for ties, contacted the Kovalchick Salvage Company, headquartered in Indiana, Pennsylvania, which company wholesales railroad equipment and lines Kovalchick Salvage Company is listed as having of 16 million dollars in annual sales, over 100 employees and has appeared before the Surface Transportation Board and made previous Offers of Financial Assistance in purchasing railroad lines. Kovalchick Salvage Company provided the following data as to the purchase of used railroad ties as of this filing: Relay ties \$10 00 each, High quality landscape ties \$3.00 each, Low quality landscape ties \$0 00 each, Scape ties at \$6.00 each All prices FOB Indiana, Pennsylvania See attached email Exhibit J

<sup>4</sup> The 2005 Report was not provided

<sup>5</sup> Breakdown was requested and not provided

The 2008 Reappraisal of the ties is based upon retail pricing extracted from a website utilizing pick up prices in Boise, Idaho. The 2008 tie values are to be justified in the report as market prices "significantly higher" than 2005 at \$15.38 per tie, and landscape at \$9.38 yielding an increase from 2005 (\$43,596.00) to 2008 (\$114,471.00) of two hundred and sixty percent (260%). Yet the more reliable values would support that landscape ties are a third of that suggested (\$3.00 to \$9.38) and relay quality about two thirds (\$10.00 to \$15.38.)

As there is nothing to suggest the increase in value of the ties from 2005, P&N Coal Company places the value at \$43,596.00.

**Switches:** In P&N Coal Company's initial Offer the value of the switches were listed at \$3,500.00 dollars, based upon an estimated salvage value. This value was noted in the first Offer, "unless provided information otherwise by R J Corman to substantiate the switch value" of \$49,036.00. In response to request for information as to how the \$49,036.00 was established, R J Corman responded "There are three switches on the line, each one being a 132RE#10 switch. With this info P&N can verify the market value of the switches in the marketplace." The value in the 2005 R.J. Corman report for the three switches is \$6135.00. There is nothing to suggest any significant increase in value in the last three years however P&N Coal Company will utilize the value provided by Kovalchick Salvage.

**Rails, Siding, OTM, Scrap Prices:** R J Corman lists the 7.2 miles of track, including siding, at a total tonnage of 1231 tons, which represents 1191 tons of the line and 171 tons for the siding. R.J. Corman has determined scrap price as "the values provided by the American Metals Market Database that gave scrap prices over the last six months (April –September) and took the average of the last six months." R J Corman has not provided the actual averages as applied to rails, OTM or siding. Same can be approximately calculated from the R J Corman May 2008 NLV Reappraisal Report by totaling the Rail and OTM prices, along with the Siding rail and OTM prices, which produces a scrap average of approximately \$487.98 per ton (ie \$590,046.00 for the 7 miles of line rails and OTM of \$10,667.03 for the .2 miles of siding for a total of \$600,713.00 which translates to \$487.98 per ton.)

The aforementioned averaging method has most recently been rejected by the Surface Transportation Board and the preferred method is to determine the most recent scrap value, even to the point of deferring that value to the date of the decision. *Oregon International Port of Coos Bay—Feeder Line Application—Coos Bay Line of the Central Oregon and Pacific Railroad, Inc.*, Docket No. FD 35160, entered and decided October 31, 2008.

Scrap prices have significantly dropped since the summer of 2008. The Scrap Steel prices for May through August 2008 per American Metals Market were between \$500 and \$550 per ton. As of December 1, 2008, AMM Steel Scrap Price Composite was \$101.67. Exhibit K. Of note is the aforementioned *Coos Bay* STB Decision of October 31, 2008, with evidence of \$161.00 per ton, page 10, footnote 25, with the STB Board ordering that a final scrap value would be set as of the date of Decision.

AMM December 1, 2008 Scrap Iron and Steel Prices, Consumer Buying Prices (Exhibit L) for the Pittsburgh market, Gross ton, delivered were No 1 RR Heavy Metal, 130/ton; Rail Crops, 200/ton; Random Rails, 160/ton, and OTM 200/ton

Based upon a compilation of the various Prices and Composite, the value used for P&N Coal Company's Offer for the 1231 tons of Rail and OTM is \$130 00 per ton, for a total NLV of the scrap steel of \$160,030 00

As the values more accurately reflect 2005 values for the line, P&N Coal Company will utilize the 2005 take up cost submitted in 2005 by R.J. Corman of \$64,800 00

**Real Estate Valuation:** R J. Corman minimum purchase price value sets a value for the 7.2 miles of track at \$300,000 00 (\$41,666.66 per mile). This value is based solely upon an R J Corman sale of an addition to an existing Rails to Trails in urban Lebanon, Pennsylvania for \$140,000 00. This comparable is grossly inappropriate and unsupportable as to evaluating the real estate.

The city of Lebanon, Pennsylvania is located 185 miles from the Hillman Branch in densely populated eastern Pennsylvania. Lebanon is within the Harrisburg-Carlisle-Lebanon Pennsylvania Combined Statistical Area with a 2007 population of 528,892, making it the 94<sup>th</sup> statistical metropolitan area in the country. Lebanon is within fifty miles of Lancaster, Pennsylvania, a city of more than 50,000.

Based upon the 2000 census, Lebanon County's population density was 332 persons per square mile. By contrast, the average density of Jefferson, Indiana, and Clearfield Counties is 84 persons per square mile.

The Hillman Branch, as noted in the R J Corman's Notice of Exemption, is a steep grade, perhaps the steepest in the R J Corman lines, in a densely forested area.

Sales more accurately reflecting the value of the Hillman Branch are the three sales of abandoned lines in Jefferson and Clearfield Counties, within 20 miles of the Hillman Branch. These sales are:

a. Osikowicz to Jefferson County a 7.5 mile stretch for \$38,000 00 (January 11, 2000, Jefferson County Recorder, Deed Book 158, page 733, Exhibit M.) This Rails to Trails is part of the Mahoning Shadow Trail (Exhibit N) \$5,066 00 per mile.

b. P&N Coal Company to Jefferson County, a 6 mile extension of the Mahoning Shadow Trail for \$35,000 00 (January 9, 2001, Jefferson County Recorder, Deed Book Volume 185, page 599, Exhibit O) \$5,833 00 per mile.

c. Consolidated Rail Corporation to Clearfield County Rails to Trails Association, approximately 14.5 miles for the sum of \$10,000 00 (July 30, 1992, Deed Book Volume 1489, page 29, Exhibit P Clearfield County Trail brochure, Exhibit Q) \$689 65 per mile

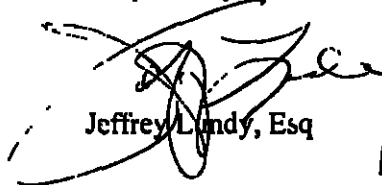
These comparables reflect an average value per mile for rural rails to trails in the \$5,000 per mile range. The more distant time wise (1992) sale of similarly close line, Clearfield to Grampian Trail an equaled steep line at the Grampian end, adjusted for inflation to \$1,000 00 per mile, adds weight to value placed upon rural steep graded lines. Additionally, both ends of the 7 2 mile Hillman Branch terminate in equally rural locations and the remote accessibility places further downward pressure on the value

Based upon realistic comparable sales of similar abandoned lines the real estate value P&N Coal Company established in its Offer to purchase is \$35,000 00

**Summary:** The Offer of P&N Coal Company is a realistic valuation of the Hillman Branch and current value of scrap and tie prices. It is P&N Coal Company's intention in making this offer to maintain the line for use for the transportation of coal from the various mines surrounding the Hillman Branch

Accordingly, notice is hereby provided to R J Corman pursuant to 49 C.F.R. §1152.27 of this Offer to Purchase, with appropriate filings with the Surface Transportation Board

Respectfully,



Jeffrey Landy, Esq

## CERTIFICATE AND VERIFICATION

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF JEFFERSON )

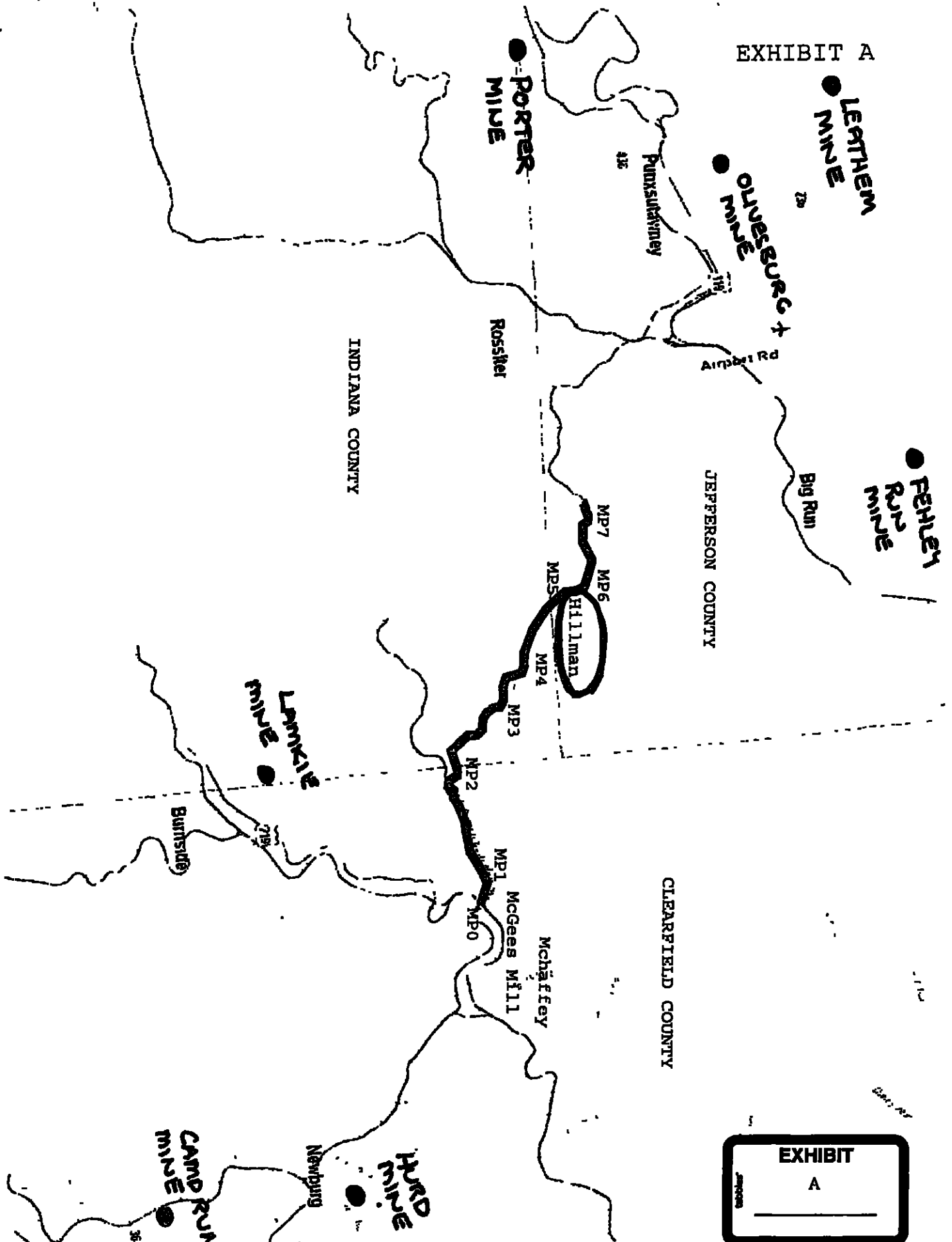
**COMMONWEALTH OF PENNSYLVANIA**  
**Notarial Seal**  
**Elizabeth R. Hrisak, Notary Public**  
**Punxsutawney Boro, Jefferson County**  
**My Commission Expires June 18, 2012**  
**Member, Pennsylvania Association of Notaries**

## **P&N Coal Company**

### **Exhibit List:**

- A. P&N Coal Company Mining permit locations.**
- B. P&N Coal Company Assessment Record on Hillman Tipple.**
- C. Photos Tipple and line.**
- D. First Commonwealth Line of Credit verification.**
- E. Chart comparing values.**
- F. R.J. Corman May 2008 Reappraisal page 12 to 15.**
- G. R.J. Corman 2005 Valuation Chart.**
- H. R.J. Corman May 2008 Reappraisal redacted Chart.**
- I. Adamscole.com tie values.**
- J. Kolvalchick Salvage Company tie values.**
- K. AMM Scrap Steel Market Prices Composite**
- L. AMM December 1, 2008 Scrap Rail/Steel Prices**
- M. Osikowicz to Jefferson County Deed.**
- N. Mahoning Shadow Rails to Trails Brochure.**
- O. P&N Coal Co. to Jefferson County Deed.**
- P. Consol. Rail to Clearfield Cty. Rails to Trails Deed.**
- Q. Clearfield County Rails to Trails Brochure.**

EXHIBIT A



**Case:**

**B**

**SALE PRICE**[illegible]

etal (1920) Harold S Perry II  
LAND 66X555' = 348450 sq.

## REMODELING INFORMATION

8057

REMODELING INFORMATION	
INTERIOR IS _____	COST _____
EXTERIOR IS _____	COST _____

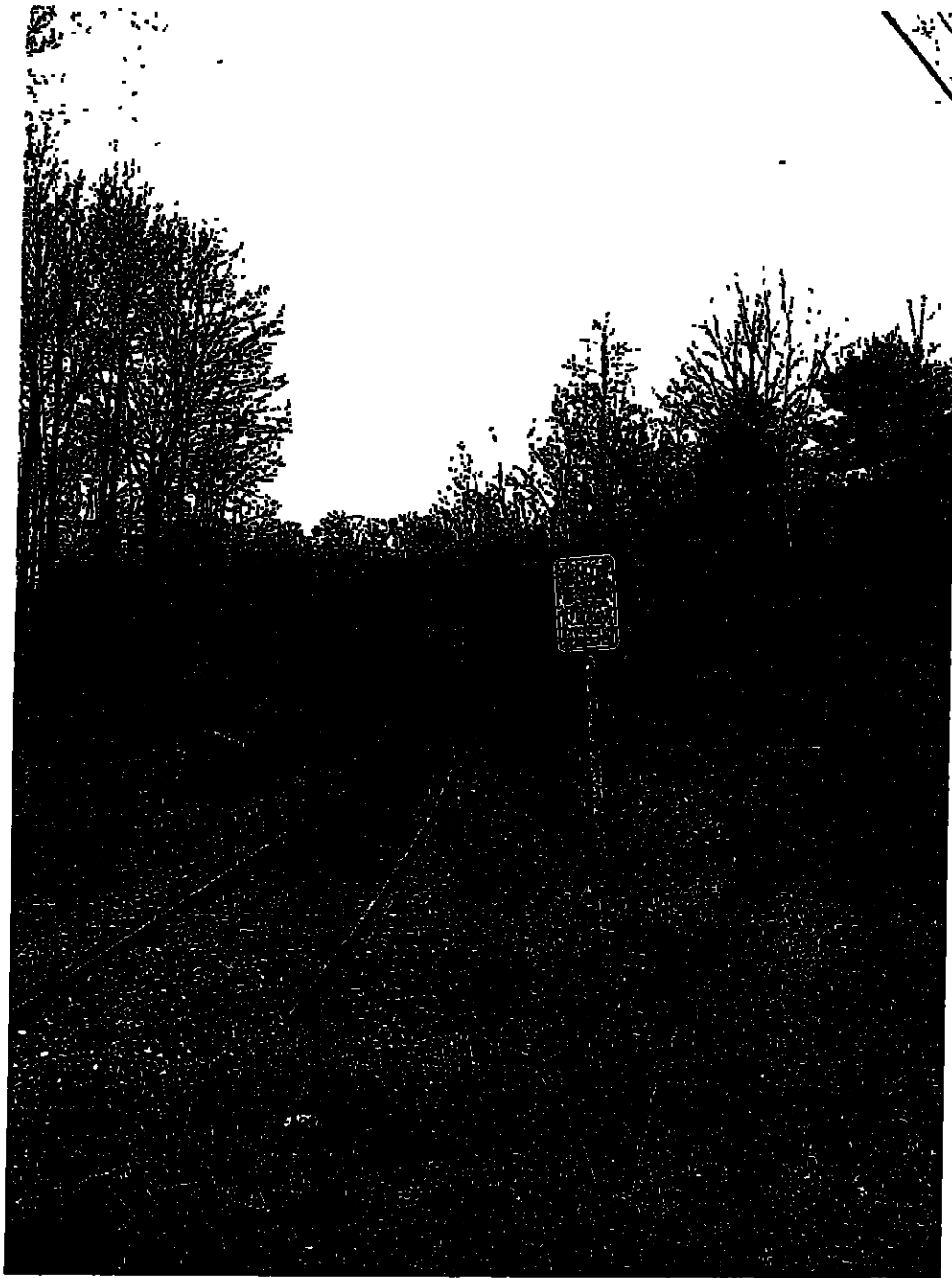
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COMMONWEALTH APPRAISAL BOARD

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**Hillman Tipple view down the line**



**Hillman Branch Line Photo**



**FIRST**  
Commonwealth

Banking  
Insurance  
Trust  
Financial Management  
Investments

First Commonwealth Bank  
Central Office  
Philadelphia and 6th Streets  
P.O. Box 400  
Indiana, PA 15701-0400  
Rchanking.com

November 5, 2008

To Whom It May Concern.

Please be advised that as of November 5, 2008, First Commonwealth Bank has extended a line of credit to P and N Coal Company, Inc. and the amount available for borrowing is in excess of \$2,000,000.

Sincerely,

*Pat A. Heath*

Patrick A. Heath  
Senior Vice President

EXHIBIT

D

## **Hillman Branch Values**

Items	R.J. Corman	P&N
Ties	114,471.	43,596.
Switches	49,035.	10,500.
Gates, Flashers	2,250	2,250.
Scrap Rails, OTM, Siding	600,713	160,030.
Take Up Cost	(123,106)	(64,800 )
Net Value	643,597	151,576.
Real Estate	300,000 00	35,000 00
Total	1,066,703 00	186,576.00



Tie conditions vary as a result of as-needed maintenance patterns over the length of the line segments, and the impacts of rehabilitation programs in specific areas. The estimated remaining life will be different for a tie which is disturbed (taken out of track and reinstalled at another location) from that of a tie left in its original location. Re-handling and re-spiking of ties shorten the tie life. It is estimated that the 69% estimate of reuse-quality ties would be reduced by another 10-15% when considering this further, more-selective criterion. From the field inspection it is estimated that about 158,800 ties (20.3% of total tie population) would be fit for landscape use. Remaining ties are of an assumed negligible quality, including those that are essentially valued at the cost of removal, and also those ties which have a negative value for the expected costs of incinerator or landfill disposal for a previously creosote-treated tie with no value even for landscape applications.

In arriving at an estimated Net Liquidation Value, consideration was given to the value of the reclaimed ties. Ties reclaimed for reuse as a railroad cross tie have more value than those reclaimed for nursery or landscape use. Net value considering cost to reclaim is estimated to be \$15.38 for railroad and \$9.38 for nursery/landscape use.

The consultants have considered the value of the ballast as a separate track component. Where track has received cyclical raising and surfacing with high-quality stone or trap rock, there may be a potential for reclaiming ballast. Although heavy ballast conditions prevail (particularly on the main tracks), it was noted that sidings that had already been lifted for track and OTM, the ballast had not been reclaimed, even on those lines where rail had been lifted since 1995. A key cost to ballast is the cost of removal, and the inaccessibility of the right-of-way increases this cost. As a whole, these factors may preclude any economical recovery and negate this value, and therefore do not enter into any predictable recovery or remarket value of the asset.

EXHIBIT

F

### Track Valuation

The following is a description of the methodology used for estimating the value of the track assets. It is desirable to first define the physical assets of the track that are considered to have the greatest potential value in liquidation. Track is considered as a structure which is composed of the ferrous metal components such as rail and other track material (OTM). In addition to ferrous material, crossties and switch timber may have value.

*The initial step in estimating track value is to assemble an inventory of track materials by geographical location which in large part can be generated from the railroad's existing engineering records such as track charts and other property records.*

In developing the track inventory, it is separated into groupings by pattern weight of the rail and the observed lineal feet associated with each weight. The next step is to calculate the estimated total weight of ferrous metal for rail and OTM for each weight of rail. This may be accomplished by applying the existing standards of the railroad for the construction of track to provide a specific service. The ferrous metal weight of rail thus derived should then be adjusted to reflect wear and loss of metal over the service life of the rail<sup>2</sup>. This adjustment is a subjective judgment that can be reasonably supported by rail wear measurements taken at sample locations during the physical inspection of the track (see Appendix 1 - Track Inspection Reports). Additional information, such as annual gross ton miles carried, timetable speed, track classification, track geometry, position of crossings, curve lubricators, etc. is also useful in evaluating track condition.

A key determination in estimating the value of track is the quantity of rail and OTM that would likely be classified as fit for reuse, as opposed to material that could be sold as scrap. Considering the increasingly heavier wheel loadings that are being imposed on the track structure today, there is a limited market for light rail sections. It is further assumed that only 112 lb/yd or heavier rail sections should be classified as salable and fit for main or branch track relay. A significant market also exists for lighter rail in reuse for industrial sidings.

After the track has been quantified on a tonnage basis as defined above, a price is estimated for fit material and for scrap material. The price of fit material is estimated by giving consideration to the price of new material, available market data on fit material and the observed condition of the material which would be reclaimed as fit. Rail and OTM heavier than 112 pounds may be valued as scrap because of the need for cropping to remove end batter, curve wear or other rail defects. This determination is made as a result of a field inspection.

The total weight of rail and OTM that is classified as ferrous scrap is then valued based on the average scrap price as reflected by the railroad's record of recent scrap sales of similar material. This price may be corroborated with published scrap prices. OTM prices also vary greatly by quality. Individual quantities of fit material (such as fit joint bars) are typically priced individually, and a scrap value per aggregate ton is applied for any non-reusable steel.

### Tie Valuations

In addition to the value of the ferrous metal, consideration should be given to the proven value of reusable cross ties and switch timbers. While a large number of ties may have no reuse value, ties that have been installed within the last ten to fifteen years may be salvaged and sold either as fit for railroad use or for landscape purposes. The NLV selling price may be 15% to 40% of new tie prices, which varies by location, volume and difficulty of salvage. Again, inspection should support a reasonable judgment of the percent of the total tie population that may have value. It is assumed that salable ties will be found only in main track or in locations where track has been extensively retied or repaired in recent years.

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<sup>2</sup>General Managers Association of Chicago, Circular 2710-E (paragraph d), Rule 111, permits an allowance of 5% off the pattern weight for scrap rail when material is applied or released from jointed tracks.

This value of landscape cross-ties also varies significantly by market. Typically, areas with significant regional real estate development produce a stronger market for such landscape material; and a higher appraised value. Due to the weight of used ties (and accompanying freight charges), landscape quality material is typically valued within a 100-mile (or less) radius. Retail prices for such materials must be discounted to wholesale purchase prices that a scrap materials dealer would pay.

Large quantities of ties in various conditions exist on this particular railroad. Ties along the WBV were generally in landscape-or-better condition, and sorted and bundled along the right-of-way. Ties along the Irvona secondary were generally mixed grade disposal and low-landscape value that had value limited to the cost of removal.

Normal tie replacement procedures on a railroad right-of-way are done with the "throw-off" of non-reuse or landscape ties simply to rot out. On a NLV appraisal, it is generally considered that all ties are to be removed, even if at a cost to the owner, to leave the property in a salable condition. Many states, including Pennsylvania, allow rotted ties to disintegrate along the right-of-way of the railroad as long as the property is retained by the railroad owner. It is only on entire line removal projects that the track contractor typically removes 100% of all ties for a net graded valuation.

Given that scenario, with a relatively high number of ties for reuse, landscape and disposal, relative costs and volumes have to be factored in to the valuation.

Pennsylvania has two regional outlets for railroad tie recycling activities that are relatively close to Clearfield. Koppers' co-generation plant at Muncy PA is an EPA-approved disposal site that creates electricity from the incineration of used railroad ties with no remark value.

In this appraisal, one key opinion necessary for valuation is the disposition of used railroad ties with less than landscape value. It was noted that quantities of defective ties were frequently discarded along the right-of-way as part of regular tie replacement programs by RJCP.

The 2005 appraisal included an allowance for removal and freight, tie pricing estimates for this assuming an adjusted net disposal cost from the 2005 appraisal of \$ 64 per tie on unusable ties (estimated disposal cost via Muncy), \$3.00 value on landscape ties (NLV = market; i.e. dealer removes for free), \$4.00 for a tie with 5-20 years life, and \$6.00 for a tie with more than twenty years of estimated life remaining.

For 2008, this was adjusted to a net disposal cost of \$2.43 for disposal (still assuming incineration, but primarily due to higher freight and handling costs), \$9.38 for a landscape tie, \$11.25 for 5-20 year life, and \$15.38 for a relay-quality tie with more than twenty years of remaining life. This value was directly adjusted by retail pricing received by [www.adamscoke.com](http://www.adamscoke.com) in May 2008. Market prices for relay quality ties are now significantly higher than 2005.

#### Inventory and Condition

The track inventory was developed using the following data and assumptions:

- Inspections were made at regular mile intervals along the line to assess rail, tie and turnout condition and to verify track chart data (specific inspection areas noted previously in the report). Tie conditions on inspected track that had received tie replacements was significantly better than the previous appraisal. Tie conditions of trackage not inspected, or trackage that did not receive specific large-scale capital maintenance, was devalued 5% from the previous appraisal to the next lower valuation category. This means that a track section that had 25% 20-year ties now was valued at 20%, etc; raising scrap/disposal ties an additional 5%.
- Rail data obtained from track charts showing rail weight, year rolled, year laid, bolted or welded was verified (and adjusted as necessary) during field inspection.

- Tie spacing data obtained from field inspection used to estimate number of fit and reuse ties.
- OTM type and quantity obtained from field inspection.
- Side track data was obtained from track charts, track maps and field inspection
- Turnout sizes and quantity obtained from field inspection and track chart data.
- A weight loss (against pattern weight) of .5% was assumed for fit rail, 1% for branch line relay; 2.5% for yard/industrial, 5% for scrap rail and 5% for scrap OTM.
- Scrap OTM and scrap rail is valued at Gross Tons (2240 lbs/ton).

The condition of the track components has been developed using the following guidelines.

- Rail condition was based on field inspection and head wear measurements to determine degree of fitness and supplemented by track chart history on dates rolled and installed. These dimensions are published by AREMA as Class One - Class Four.
- A percentage of rail is assumed to be scrap because of corroded and short rail at grade crossings, short rail at signals and switches, and because of minor surface defects including engine burns
- Tie condition is based on sample field inspection at various locations along the route
- Splice bars and tie plates associated with rail classified as fit are assumed to be fit for reuse. If associated with scrap rail, the OTM is classified as scrap, or as adjusted as a result of field inspection
- All bolts, spikes and anchors are classified as scrap.

#### Track Ties

The main track portion of the line under study is constructed of 7"x9"x8'-6" treated hardwood ties laid on approximately 21" centers and on heavy-use main tracks, spacing typical to 19". No bridge tie deductions were made due to the lack of bridge span/length data available. Total tie count estimates over the 247.92 track miles (including yards and sidings) was 781,517. An additional 29,000 removed ties were estimated to still be on the property of which 21,000 were estimated to at least be landscape grade or better, primarily along the West Branch Valley. These ties were already bundled and graded for removal. They are only accessible by rail.

The first step in developing the Net Liquidation Value of the ties is to estimate that portion of the total tie population which has value for reuse. The primary consideration in reuse potential is remaining life. Where ties have an estimated remaining life of 10 or more years, they are assumed to have some value. Ties are a function of service, drainage and general track conditions. Their age may not be indicative of their condition. These ties, based upon the condition when in service, may have significantly greater value than those otherwise "sound" appearing ties. Relay or "fit" ties are extensively used on industrial tracks, branch lines and on shortline and regional railroads.

In arriving at the Net Liquidation Value of the ties, the consultants have considered the condition noted during the field inspection and the historic tie program data. Tie replacement programs have not been uniformly applied to the property. RJCP tie rehabilitation and replacement data was applied to the previous appraisal summaries, adjusted for age and condition. As the ties had been part of a Pennsylvania Capital Grant program, the number and distribution of the replacement ties was relatively well known, and the key issue was to verify the installation and condition.

RUCPral wk4  
Stone Consulting & Design, Inc

R J Corman Pennsylvania Lines Appraisal  
(original data - not updated)

14-Apr-2005

NAME FROM TO TOTAL RAIL TIE PROG Rail \$\$\$ OTM \$\$\$ Tie \$\$\$ TOTAL VALUE

(inspected 2/24)

HILLMAN BRANCH (ex-Hillman Industrial Track) -- ACTIVE  
Desc Lesvos Cherry Tree Sec at MP 22 Cherry Tree Sec Bear Run IT branches off of it

TOTAL	0	7	7	100	S&Y	80	\$183,784	\$77,767	\$43,596	\$305,147
							\$183,784	\$77,767	\$43,596	

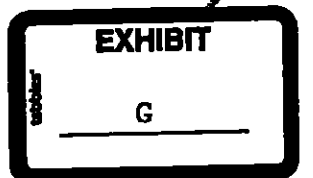
SWITCHES (Track charts only) 3 \$6,135  
Three, including switch to Bear Run  
LUBRICATORS \$0  
GATES & FLASHERS \$2,250  
SIDINGS (Track charts only)  
Hillman 5 4 5 6 0 2 100 SCRAP \$4,588 \$2,183 \$272 \$7,022

TOTAL RAIL 1 2  
LESS: Takeup cost (\$64,800)  
TOTAL VALUATION \$265,754  
Per Mile \$35,321

BEAR RUN INDUSTRIAL TRACK - REMOVED  
Trackage salvaged and removed since original line purchase

TOTAL VALUATION \$0

CHERRY TREE SECONDARY PART 1A - Cherry Tree Branch  
Moved to Cherry Tree Branch



RUCPrnz2  
Stone Consulting & Design, Inc  
08/2008

NAME

R. J. Cormier Pennsylvania Lines Appraisal  
2008 Reappraisal

FROM TO TOTAL RAIL  
Grade TIE  
PROG

15-Oct-2008

EXHIBIT

H

HILLMAN BRANCH (ex-Hillman Industrial Track)  
Deac. Leaves Cherry Tree Sec. at MP 22 Cherry Tree Sec.

Bear Run IT branches off of IL.

TOTAL

0

7

7

100

SAY

80

\$114,471

\$114,471

\$114,471

\$114,471

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\$114,471

SWITCHES (Track ends only)  
Three, including switch to Bear Run  
LUBRICATORS  
GATES & FLASHERS  
SIDINGS (Track ends only)  
Hillman

5.4

5.8

0.2

100

SCRAP

\$6,900

\$3,331

\$871

\$10,902

TOTAL RAIL

7.2

TAKEUP COST

1231 Tons @

\$100.00

(\$123,108)

TOTAL VALUATION

Per Mile

\$48,036

\$0

\$2,250

# **Welcome To ... ADAMS COLE & DALTON CORPORATION**

**A CHEROKEE SERVICE COMPANY *NATIONWIDE RAIL TRACK REMOVAL  
SERVICE:***



## **Railroad Tie Creosote Treated Railroad Ties That Last For Generations:**

**All Railroad Tie Price Changes Effective August 25, 2008**



### **RAILROAD TIE TRUCKLOAD CLEARANCE SALE !**

**Pick-out your own ties and mark your ID on site to schedule a site visit  
contact us 816.216.1630 or 405.406.3914 for directions.**

**GRADE #1 \$15.00 PER TIE 16 PER BUNDLE**

**LANDSCAPE GRADE #1 \$10.00 PER TIE 16 PER BUNDLE**

**LANDSCAPE GRADE #2 OR LOWER \$8.00 EACH.**

**SHIPPING FROM NEAR BOISE, IDAHO**

**FREIGHT NOT INCLUDED.**

**EXHIBIT**

**I**

no value

**Subject:** *tie value*  
**From:** "Nathan Kovalchick" <nathan@kovalchickcorp.com>  
**Date:** Mon, 24 Nov 2008 16:01:14 -0500  
**To:** <jprushnok@pnresources.com>

**Butch, we would be willing to purchase used railroad ties from you for the following values,  
FOB Indiana area**  
**Relay ties \$10 each**  
**High quality landscape ties \$3 each**  
**Low quality landscape ties \$0 each**  
**Scrap ties at (\$6) each**  
**Please let me know if you are interested**  
**Thanks, Nathan Kovalchick**

1 of 1

11/24/2008 4:13 PM

**EXHIBIT**

J

## EU lays out plans to make dismantling of ships safer

PHILADELPHIA — The European Commission wants to make the dismantling of old ships safer for workers and the environment—both in Europe and elsewhere.

The commission is proposing measures to improve dismantling conditions as soon as possible because the International Maritime Organization's new rules on safe ship scrapping are not likely to be in force until 2015.

The commission's proposals include determining what hazardous materials are now on board each vessel, encouraging voluntary cleanup actions by ship-owners, publishing a list of "clean" ship-dismantling facilities, providing technical assistance and support to developing countries for safety training programs and basic infrastructure for environmental and health

protection, establishing a list of ships that are ready for scrapping, and better enforcement of existing ship scrapping rules.

In addition, the commission wants its member states to consider developing an audit scheme for ship recycling facilities worldwide, making warships and other government vessels subject to European Union (EU) rules for clean dismantling and establishing a mandatory international funding system for clean ship dismantling.

In the United States, many of the aged naval and merchant ships are owned by the U.S. Maritime Administration (Marad) and anchored at three separate coastal sites. Five years ago, it sparked a public outcry by environmentalists here and abroad when it hired a British ship scraper to dismantle several of the ships. Since then, Marad had contracted with U.S. ship dismantlers on the U.S. East and Gulf coasts to take apart the vessels.

The European Commission said that as many as 600 large merchant ships owned by EU-based companies are taken apart each year, most on beaches in South Asia. A lack of environmental protection and safety measures results in high accident rates, health risks and extensive pollution of wide stretches of South Asian coastlines.

Michael Marley

mmarley@amm.com

## Aluminum plunges at Boeing auction

NEW YORK — Aluminum scrap prices declined 45 percent from two months ago at Boeing Co.'s auction of material to be generated over the next four months.

Winning bids for four lots of unquipped borings, called "pucks," averaged 32.9 cents a pound, down from 59.25 cents in September.

Under its normal schedule, the Chicago-based aircraft manufacturer would have

held its next auction in December for scrap shipments in the first quarter of 2009. But faced with disruption from rapidly declining metal values, Boeing held the auction early and offered material to be generated in the four-month period ending March 31, 2009.

The two lots of pucks out of Fredrickson, Wash., were acquired by Spectro Alloys Corp., Rosemount, Minn., with

bids of 36.1 cents a pound and 31.17 cents a pound, down by 44 percent from the auction two months ago. Spectro also won half the unquipped pucks from Auburn, Wash., paying 33.3 cents a pound, down by 43 percent, while the other Auburn lot went to the Imco division of TSI Inc., Fontana, Calif., for 31.01 cents a pound, off 46 percent.

The 6000-series aluminum alloy went to Simon Metals LLC, Tacoma, Wash., for 42.59 cents a pound, down 49 percent from two months ago, mixed aluminum solids went to A to Z Metals, Compton, Calif., for 43.78 cents a pound, down 44 percent, mixed aluminum parts went to Seattle Iron & Metals Corp., Seattle, for 30.48 cents a pound, down 57 percent, and contaminated aluminum borings went to Tacoma Metals Inc., for 13.77 cents a pound, down a whopping 73 percent.

No. 1 heavy melt steel scrap was off by 54 percent, going to Schnitzer Steel Industries Inc., Portland, Ore., for \$102.75 per long ton.

Scrap of 2000- and 7000-series aluminum alloys will be put up for bid as usual in December. Boeing said earlier in November that it would be up to the buyers to request early termination of September's bid results. Pittsburgh-based Alcoa Inc., the winner of those two alloys in the late-September auction, decided to stick with the normal auction schedule.

Paul Schaffer

pschaffer@amm.com

### Secondary aluminum alloys

AMM plans to cease publication of its indicators for secondary aluminum alloys B380, 384, 443, 332, 1 and B390 effective Dec. 8, 2008.

Pricing for these alloys has been tracked on the basis of cost-plus formulas rather than from information provided by buyers and sellers. Recent volatility in raw material prices has meant that the formulas AMM traditionally uses to calculate the alloy prices now risk providing numbers that are out of line with current market conditions.

Reliable non-contact transaction prices are hard to come by in current market conditions. If trading becomes more robust, AMM will look at revising prices for these alloys using information obtained directly from buyers and sellers.

Readers' comments should be sent to [newsroom@amm.com](mailto:newsroom@amm.com) by the Dec. 8 deadline.

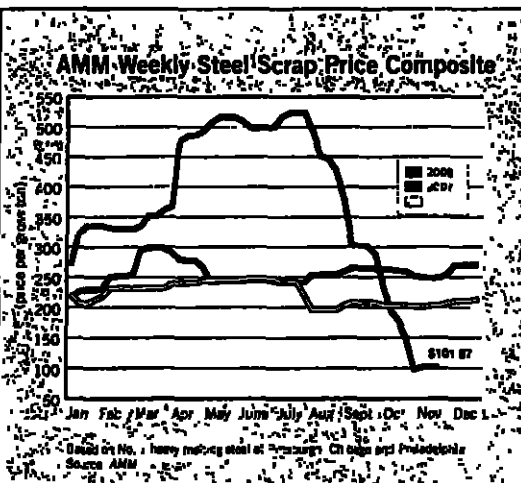
### AMM WEEKLY SCRAP COMPOSITE PRICES

Averages calculated each Friday based on data effective from the previous Friday to Thursday. Prices are in US\$/gross ton.

SHRIMPED SCRAP				
	— calculation date —			
	11/28/08	Prior Wk.	Year Ago	
Birmingham	\$128.00	\$128.00	\$280.00	
Chicago	125.00	125.00	280.00	
Houston	150.00	150.00	285.00	
Philadelphia	118.00	118.00	275.00	
Pittsburgh	140.00	140.00	275.00	
Composite	\$132.20	\$132.20	\$279.00	

HOT CHARGES				
	— calculation date —			
	11/28/08	Prior Wk.	Year Ago	
Chicago	\$175.00	\$125.00	\$300.00	
Cleveland	130.00	130.00	280.00	
Pittsburgh	145.00	145.00	285.00	
Composite	\$153.33	\$133.33	\$295.00	

HOT THERMEX				
	— calculation date —			
	11/28/08	Prior Wk.	Year Ago	
Chicago	\$90.00	\$90.00	\$253.00	
Philadelphia	95.00	95.00	245.00	
Pittsburgh	120.00	120.00	253.00	
Composite	\$101.67	\$101.67	\$248.33	



Click here to see the scrap equipment you've always wanted. [www.aljon.com](http://www.aljon.com)

EXHIBIT

K

## AMM SCRAP IRON AND STEEL PRICES

**Prices effective Wednesday, November 26, 2008**

## CONSUMER BUYING PRICES

Estimated domestic consumer buying prices in US\$ unless top delivered m/f prices

	Birmingham	Cleveland	Cleveland	Detroit	Hannover	N.Y.	Philly	Pittsburgh	Portland	St. Louis	Youngstown	Wichita Falls	Montreal
NO 1 HEAVY MELT	88	70	88	108	NA	88	100(a)	85	120	180	90	120	18
No 2 heavy melt	75	60	87	90		75	90(a)	85	112	97	80	110	40
No 1 bundles	120	-	125	150	90	NA	150	140			120	NA	48
No 2 bundles	80	80	75			80	80	70	70		70	70	NA
No 1 bushing	100	95	125	130	100	85	NA	150	145		120	145	78
No 1 industrial bundles			NA	NA	NA			140					NA
Shredded auto scrap	128	110	125	150	135	150	120(a)	118	140	134	120	140	14
MACHINE &/or TURNINGS	60(a)	75		70(a)			60(a)	68	80(a)	78	58	60	65(a)
Shoveling turnings			80	75(a)			70	80(a)			50	NA	NA
Cast iron borings			50	75(a)							50		
Mixed borings, turnings			80						40				
CUT STRUCTURAL PLATE, 2" MAX	NA	158	250		118		280						80
Cut structural plate 3 max	140	140			100		175(a)	140		110			
Cut structural plate 5 max	100	130	115	120	80	90	115	130	120	100	130	38	50
Foundry sand, 2" max	100		90	120	100(a)	380	115(a)	120			120		
CUPOLA CAST	288	98	335	180	415	110(a)	187	248					95
Clean auto cast	180	170	445	185	190		180	280					
Unstripped motor blocks	145	140	323	200	200	430	90(a)	200					
Heavy breakable cast			265	125	120		88	100					
Drop broken machinery cast		330	370	250			180	300	150			200	190
NO 1 HEAVY MELT	180	185	115	130	250	160(a)	115(a)	138	128	168	138		
Rail crops 2" max		200	275	200			200(a)	200					
Random rails	200		130				100	180	200				
Steel car wheels	150	150	120				211	180					
Other track material (OTM)	150	175	115	200			200	200	225				
CLEAN USED DENSIFIED CANS			118	198(a)	100(a)		80	110(a)					

(a) Appraisal price

‡ Canadian currency in mil. tons

## STAINLESS STEEL SCRAP

[illegible]

† Canadian currency

## EXPORT YARD BUYING PRICES

Extracted prices as export dealer/broker or processor will pay for items delivered to U.S. yard in U.S. gross ton

	Boston	L A	N Y	Philly	S F
No 1 heavy melt	140	100	145	145	80
No 2 heavy melt	130	90	135	135	90
No 2 bundles	80		70	75	45
No 1 busheling	145	110	100	150 a)	
Machine shop turnings		20	50		20
Mixed cast	140		140	140	
Instrumental rotor blocks	140	70	145	145	60
Auto bodies	105	70	115	13	50
Car structural plate 5 max	145	110	155	*55	70
<b>STAINLESS STEEL SCRAP PRICES (\$/ton)</b>					
304 solids, chips		575-600	575-600	575-600	575-600
304 turnings		475-500	475-500	475-500	475-500
430 bundles, solids			240	240	
(a) Appraisal office	240	240	240	240	

(a) Appraisal price

## BROKER BUYING PRICES

Estimated costs in US\$ per ton for each

	Atlanta	Boston	Dallas	Cincinnati	Detroit
NO 1 HEAVY WELT	70	70	80	65	45
No 2 heavy rail	60	60	70	55	50
No 1 bundles	100	120	90	75	45
No 2 bundles	30	60	40	22	70
No 1 bushing	110	120	90	75	55
Shredded auto scrap	110	120	100	70	75
MACHINE SHOP TURNINGS			30	25	25
Swearing burnings		80	30	25	30
Cast iron borings			30	25	30
Mixed borings			20	20	20
CLIPOLA CAST			150	110	130
Cut structural plate 5 max	80		90	75	80
Cut structural plate 7 max			125	100	125
Clean auto cast			100	130	150
Unstamped motor blocks		115	100		100
Heavy breakable cast			75		75
Drop breaker machinery cast			250		200
Rail cross 2 max			150	150	
Rail iron s.k			120	130	

F.O.B. (Name or board of the shipping bank) from dealer to broker where freight rate is absorbed by broker (freight rate based on single car shipment).

## Scrap Price Changes Today

**Ferrous scrap price changes were made for these cities**  
None

## Notice

The price reported by AAM for No. 1 busheling in Birmingham decreased by \$100 a gross ton in November from \$130 a ton in October. AAM, however, lowered its No. 1 busheling price in that market by only \$30 to the \$103-a-ton price reported in November in order to bring the reported price closer in line with the mill delivered price in that region.

## STAINLESS CONSUMER BUYING PRICES

	(S/gross ton) Pittsburgh
316 solids clips	1 625-1 650
304 solids clips	1 000-1 025
304 turnings	775-800
430 bundles solids	350-380
430 turnings	330-350
408 bundles solids	270-290
408 turnings	200-220

### ADDITIONAL GRADES

Birmingham	
Electric furnace 3 max	100(a)
Cut structural plate 4 max	120(a)
Sieve plate	570
Chicago	
No 1 Inculinal heavy met	0
Rail crops 8" max	300
Revolving table	242
Steel rules	125
Heavy large bar crops	125
Sieve plate	380
Punching and plate 12" max	300
Pittsburgh	
No 1 heavy met 3" max	120
No 1A supplies	300(a)

## Disclaimer

Prices and other information contained in this publication have been obtained by American Metal Market ("AMM") from sources believed to be reliable. Pricing information is collected through regular contact with producers, traders and purchasers, and represents an approximate evaluation of current levels based upon dealings (if any) that may have been disclosed to AMM prior to publication. Actual transaction prices will reflect quantities, grades and qualities, credit terms and many other parameters. The prices are in no sense comparable to the quoted prices of commodities in which a formal futures market exists. Efforts are made to ensure that pricing information is representative, but because of the possibility of human or mechanical error by our sources, AMM or others, AMM does not guarantee the accuracy. AMM is not responsible for any use of such information, or any damage caused by such error or reliance on AMM. Its exclusive

**EXHIBIT**

**I**

00263

JEFFERSON COUNTY, PA  
ENTERED OF RECORD  
DIANE MAHLE KIEHL  
RECORDER

**QUIT CLAIM DEED**

'00 JAN 18 AM 9 42

**MADE** the 11th day of January in the year two thousand (2000).

**BETWEEN DAVID D. OSIKOWICZ, JR.** of East Mahoning Street,  
Punxsutawney, PA, **GRANTOR**,

and

**JEFFERSON COUNTY, PENNSYLVANIA**, Party of the Second Part and  
**GRANTEE**.

**WITNESSETH**, That the said Grantor for and in the consideration of  
Thirty-eight thousand, seven hundred, seventy (\$38,770.00) Dollars  
lawful money of the United States of America, unto them well and truly  
paid by the said Party of the Second Part, at and before the sealing and  
delivery of these presents, the receipt whereof is hereby  
acknowledged, have remised, released and quit-claimed, and by these  
presents do remise, release and forever quit-claim, unto the said Party  
of the Second Part, its heirs, successors and assigns,

ALL that property situate in the Borough of Punxsutawney, Borough of  
Clayville, Township of Young, Township of Perry and Borough of  
Fordham, all in the County of Jefferson and Commonwealth of  
Pennsylvania, and being all the right, title and interest of said Grantor  
in and to all those certain pieces or parcels of land and premises,  
easements, rights of way and any other rights of any kind whatsoever  
appurtenant thereto or use in conjunction therewith on and along that  
portion of the former Pennsylvania Railroad known as the Cresson  
Secondary and which begins in said Borough of Punxsutawney, at the  
Westerly line of land which has been conveyed by The Penn Central  
Transportation Company to Consolidated Rail Corporation, said  
Westerly line being a line extended across the right of way of said  
portion of railroad parallel with the Easterly line of Indiana Street and  
distant 25 feet extending from said Westerly line in a general Westerly  
direction following along said portion of Railroad for a distance of 7.5  
miles, more or less, measured along the centerline of said Cresson  
Secondary to the place of ending for said portion of railroad at the  
Easterly line of the Mahoning River.

Said parcel further bounded and described by survey map of R. B.  
Shannon and Associates, intended to be recorded in the Plat Book  
Registry of the Recorder of Deeds Office for the County of Jefferson,  
Commonwealth of Pennsylvania.

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0733

EXHIBIT

M

appropriate fencing, traffic control, signage, support, construction of temporary detours occasioned by the exercise of easements, rights-of-way or coal and mineral rights. Grantors may be required to post adequate security to guaranty performance of these terms and conditions.

THIS land was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") through the Keystone Recreation, Park and Conservation Fund; Act of July 2, 1993, P.L. 359 No. 50. Subject to the exceptions and reservations described above, this land is restricted solely to a recreational trail and related facilities, and no change of use and no transfer of ownership, control, or interest in this land shall occur without the written consent of the Department. This restriction shall have the effect of a covenant running with the land and shall otherwise be binding up the Grantee and its successors and assigns.

GRANTEE acknowledges and agrees that:

- (1) Grantee will assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over or under the premises or any part thereof conveyed herein that may be imposed after the date of this Deed by any governmental agency having jurisdiction thereover;
- (2) Grantee will indemnify, release and hold harmless Grantors, its heirs, successors and assigns, from any claim related to the obligations which Grantee has assumed, including without limitation maintenance, removal and repair of bridges, drainage, road crossings, culverts and erosion and sedimentation control; and
- (3) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantors, its heirs, successors or assigns.

BEING a part of the same parcel which became vested in Grantor by deed of Penn Central Properties, Inc., dated March 27, 1984, and recorded in Jefferson County Recorder's Office at Deed Book Volume 497, Page 931.

For Pennsylvania Transfer Tax purposes, it is certified that this is a transfer of property to a municipality for recreational purposes and therefore exempt from real estate transfer tax.

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158 0735

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal, the day and year first above-written.

Sealed and delivered in the presence of

Eleanor Haly

David D. Osikowicz, Jr. (SEAL)

State of Pennsylvania

ss.

County of Jefferson

On this, the 11<sup>th</sup> day of January, 2000, before me the undersigned officer, a notary public, personally appeared DAVID D. OSIKOWICZ, JR. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Witnessed 1-18-00

Instrument No. 263

Recorded Jan 18 2000

Time 9:42 A.M.

Eleanor Haly  
Recorder of Deeds

Eleanor Haly  
Notary Public

Notarial Seal  
Eleanor Haly, Notary Public  
DuBois, Clearfield County  
My Commission Expires March 24, 2000  
Member, Pennsylvania Association of Notaries

BOOK PAGE  
158 0737

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This 11<sup>th</sup> day of January, 2000.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT (This Notice is set forth pursuant to Act No 255, approved September 10, 1965, as amended.)

## CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

Jefferson County Courthouse  
200 Main Street  
Brookville, PA 15825

  
Attorney or Agent for Grantee

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158

**RESERVING** unto Grantor, their heirs and assigns, permanent and perpetual easements in gross, freely alienable and assignable by the Grantor, for all existing wire and pipe facilities or occupations whether or not covered by license or agreement between Grantor and other parties, of record or not of record, that in any way encumber the premises conveyed herein, and all rentals, fees and considerations resulting from such occupations, agreements, licenses and easement conveyances.

**FURTHER EXCEPTING AND RESERVING** unto Grantors, their heirs and assigns, all coal, oil and gas minerals in, upon or under the property described above, together with the right to remove the same without liability for damage to the surface, subsurface or support. However, this right is under and subject to Grantor's duties and obligations to provide for Grantee's continuous and uninterrupted use of the premises for purposes of a non-motorized recreational trail as set forth herein. Grantors shall be responsible to repair and alleviate any damage to improvements on the properties performed by Grantee, their successors and assigns, which may occur in the course of exercising oil, gas or mineral rights and shall, at Grantor's expense, return the improvements to their condition prior to disturbance. Grantor shall be further subject to the additional conditions set forth below.

**FURTHER EXCEPTING AND RESERVING** unto Grantor, their heirs and assigns its successors and assigns the exclusive right to grant easements and rights of way and receive considerations thereof, upon, in and under the land herein conveyed for gas, electricity, telephone, water, sewage, or other public services as well as oil and gas pipelines, as future requests for such uses are made, provided no such use shall unreasonably interfere with the County's use of the property as a non-motorized recreational trail. Grantors, and their successors and assigns, shall be responsible to repair and remediate any damages to improvements on the properties performed by Grantees their heirs, successors and assigns that may occur in the course of exercising the right of way or easement on behalf of Grantor or its successors or assigns, and shall return the improvements to their condition prior to disturbance.

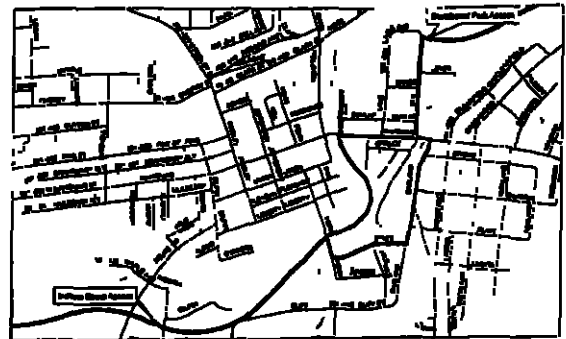
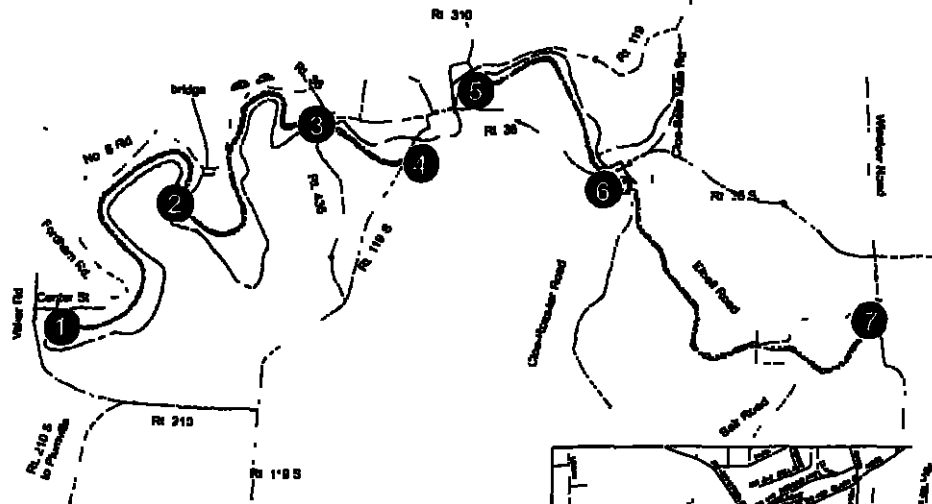
**UNDER AND SUBJECT** to the obligation of Grantors, its successors and assigns, to any easements or rights of way to comply and abide by any reasonable conditions of Grantees relative to the development, maintenance and use of easements or rights of way to undertake such developments in a manner so as to provide for the safe and uninterrupted usage of the premises for Grantees' intended purpose as a non-motorized recreational trail, trailhead, parking, and related facilities. These conditions shall include, but not be limited to,

# MAPS OF MAHONING SHADOW TRAIL

## Trail Access Points

- 1 **Endless Trail Head**  
From downtown Painesville travel Rt. 119 South for 3.4 miles make a right onto Rt. 210 S. travel for approximately 1.6 miles at the intersection do not make a left turn to continue on Rt. 210 S. but stay straight on Valler Road/Rt. 4026 for approximately 8 miles make a right at Center Street in Valler travel 3 miles Trail parking is on the right.  
From Minnetonka travel Rt. 854 N into Trade City travel Rt. 210 N until you come to a "T" intersection Make a left at the "T" onto Valler Road/Rt. 4026 Travel 8 miles into Valler make a right at Center Street Travel 3 miles and trail parking is on the right
- 2 **Road Run Trail Head**  
Follow Rt. 38 NorthWest Mahoning Street, Turn left onto S Rt. 3008/Ferry Street (not the sharp left onto Rt. 438 South) Ferry Street turns into hwy 8 Road The trail head is approximately 4 miles on your left
- 3 **Shower Street Trail Head**  
From downtown Painesville travel Rt. 38 N (W Mahoning Street) 1 mile and make a left at Grace Way (just past the Cornet Market) Travel 1 mile bear to the right at the Community Action Center onto Water Street Travel 4 miles or Water Street to trail head parking on the left

- 4 **Indiana Street Access**  
Limited parking available across the street from the gate  
DO NOT park in front of the gate  
North on Rt. 119 turn right just past Joe's Drive in onto Indiana Street Trail head is on the right
- 5 **Skateboard Park Trail Head**  
From downtown Painesville travel Rt. 38 (W Mahoning Street) 4 miles Make a left just past the Un-Mart onto Elk Street Travel 2 miles and make a right at the Skateboard Park
- 6 **Cedar Tree Head**  
From downtown Painesville travel Rt. 38 S for 2 miles The trail is located at the intersection of Rt. 38 and Rt. 238 (Roosevelt Road) Limited parking available across the street from Oak Park DR NOT park at Oak Park
- 7 **Whisper Trail Head**  
From downtown Painesville travel Rt. 38 S for 5.1 miles Make a right onto Wrenlow Road (towards Johnsonburg) Travel 8 miles on Wrenlow Road Trail parking is on the right



## OTHER ATTRACTIONS

Visit the Painesville Chamber website at [www.painesvillechamber.com](http://www.painesvillechamber.com) for lodging, events and attractions or call 1-800-733-PH13. Stop by their souvenir shop downtown for a complete listing of these attractions, shopping, dining and lodging.

Some suggestions for sightseeing include:  
Gutbier's Knots, The Weather Discovery Center, the Historical Society, the Groundhog Zoo located at the Memorial Library, the Phenetic Philatelic Project and many many more!

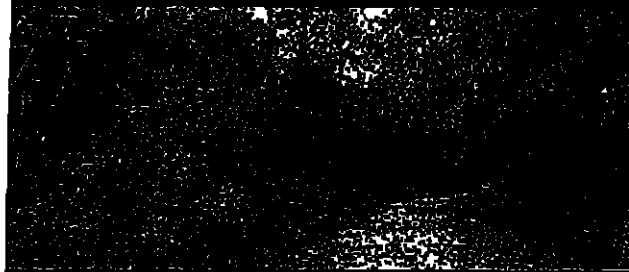
PHOTOS BY DAVID HOLLIS  
AVAILABLE AT THE TRAIL HEAD GALLERY DOWNTOWN

Map produced by volunteer County Department of Chambers

EXHIBIT

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## MAHONING SHADOW TRAIL



### TRAIL ETIQUETTE AND RULES

- Please stay to the right
- Please do not block exits and entrances to the trail
- Please do not obstruct the trail
- Please do not litter
- Please keep pets on leashes
- Please clean up after your waste
- No motorized vehicles allowed on the trail (i.e. snowmobiles, ATVs, golf carts, etc.)
- The trail is handicap accessible
- The trail is open for recreational usage to walkers, runners, bicyclists and cross country skiers

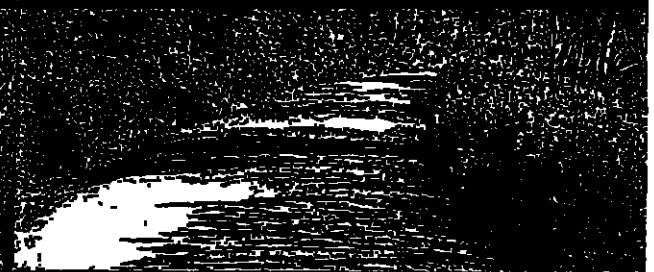


### THE THROUGH TOWN CONNECTION

The connection begins at the End Ave Street Access and ends at the Skateboard Park Access. For those who prefer written directions, here is a list of turns from Indiana Street towards the Skateboard Park.

- |  |  |
|--|--|
| <p><b>PEDESTRIAN ROUTE</b></p> <ol style="list-style-type: none"> <li>1 At Penn Street, continue across the street onto the road control sign to E. Mahoning north to Mary A. Wilson Elementary</li> <li>2 Right onto Mahoning and carefully cross Mahoning near UnitedMart to E. Street. Follow E.A. a short way to the Skate Park</li> </ol> | <p><b>BIKE ROUTE</b></p> <ol style="list-style-type: none"> <li>1 Turn right onto Penn Street</li> <li>2 Left onto State Street</li> <li>3 Left onto Oakland</li> <li>4 Left onto Mahoning (carefully crossing a main artery through town)</li> <li>5 Right onto E. Street and the Skateboard Park is on your right</li> </ol> |
|--|--|

## PUNXSUTAWNEY RAILS TO TRAILS



### TRAIL HIGHLIGHTS

Named after the creek that parallels and Punxsutawney Pike's famous annual procession, Mahoning Shadow Trail is highlighted by several areas of interest:

At its terminus in the Valley Forge area, the trail winds along scenic Mahoning Creek past a group of several "house overns" which were once used for the smelting of coal ash. Enjoy the expansive display located in this area.

The Water Street Trail Head boasts a re-decked railroad trestle bridge further into the Borough of Punxsutawney. The trail diverges from the original Water Canyon line and runs along parts of the Mahoning Creek as well as city streets. The trail passes near many recreational facilities including league ball fields, Pease's Park (a children's playground) and Harrison Field Park, the community swimming pool, the Grounding Zoo located at the Punxsutawney Memorial Library and also the new Skateboard Park at the borough's East End.

The trail continues on the original railroad corridor in the east end of town at the neighborhood park adjoining the paved run with Mahoning Creek. The trail then passes through the village of Clove where it serves from Mahoning Creek, gently climbing the scenic "hillsides" near the village of Haddon which is the eastern terminus of the trail at Windsor House.

### THE MAHONING SHADOW SHUFFLE

October is a gorgeous time of year to explore our trail! Sign up early for the annual Mahoning Shadow Shuffle which is held the second Saturday in October on the trail. The course consists of an out and back starting from the Punxsutawney Little League Fields and heading towards the Fairview end of the trail. There is a 5K Fun Run/Walk and a Half Marathon. So lace up your sneakers and start training now! To download a map or race app, call or go to [www.punxsutawney.com](http://www.punxsutawney.com) or contact US at Punxsutawney Area Rails to Trails Association, P.O. Box 16, Punxsutawney, PA 15757, 1-800-752-PAH.



### OFFICERS & BOARD OF DIRECTORS

Matthew B. Talbot, President	Tony Bolinger, Treasurer	John Primmer
Nick Gervino, Vice President	Susan Hyde, Secretary	M. L. Roberts
	Chuck Penas	Dave Delawick

### THE CLOVE CONNECTION

#### WEST TO EAST

- 1 At the intersection of Rt. 36 and Rt. 236 carefully cross Rt. 36 near D&J's Ice Cream. Follow 236 a short way past Clove Lumber. The trail gate is on your left.

#### EAST TO WEST

- 1 Turn right onto Rt. 236 and pass Clove Lumber to the intersection. Carefully cross Rt. 36.



# QUIT CLAIM DEED

MADE the 9th day of January in the year two thousand one (2001)

BETWEEN JOHN P. PRUSHNOK, GEORGE D. PRUSHNOK and DAVID M. PRUSHNOK, trading as ANDRAY MININO COMPANY, a Partnership of the Commonwealth of Pennsylvania, Box 339, 240 West Mahoning Street, Pennsylvania 15767, Parties of the First Part and GRANTORS,

and

JEFFERSON COUNTY, PENNSYLVANIA, Party of the Second Part and GRANTEE.

WITNESSETH, That the said Grantors for and in the consideration of Thirty-one Thousand, Nine Hundred, Eighty (\$31,980.00) Dollars lawful money of the United States of America, unto them well and truly paid by the said Party of the Second Part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and forever quit-claim, unto the said Party of the Second Part, its heirs, successors and assigns

ALL right, title and interest of the said Grantors, of in and to ALL THOSE PORTIONS of the right of way of railroad of Consolidated Rail Corporation, formerly Penn Central Transportation Company, known as the Cresson (Bellwood) Secondary and Identified as line code 2335 in the records of the United States Railway Association, situate partly in the Townships of Gaskill and Bell and the Borough of Punxsutawney, County of Jefferson, Commonwealth of Pennsylvania, as more fully set forth and described and designated in survey map of R.B. Shannon and Associates intended to be recorded in the Plat Book Registry of the recorder of Deeds Office for the County of Jefferson, Commonwealth of Pennsylvania

BEGINNING at the center line of State Route 2001 at a point referred to as 2649+29 on the railroad map in the said Township of Gaskill and extending thence in a general westerly direction to the line of properties of Grantors, subdivided and known as P&N Commerce Park, lands of P&N Coal Company to a point referred to as station 323+25.46 on sheet 7 of 14 on survey map of R.B. Shannon & Associates recorded in Plat Book Registry of the Office of Recorder of Deeds for Jefferson County of Pennsylvania CONTAINING 47.654 acres, more or less, said property being 66 feet wide consisting of 33 feet on either side of

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JEFFERSON COUNTY PA  
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BY CLARE MAJLICK KIE L  
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the center line of the survey prepared by R.B. Shannon & Associates intended to be recorded in the Plat Book Registry of the Recorder of Deeds Office for the County of Jefferson, Commonwealth of Pennsylvania.

TOGETHER with all that certain tract or parcel of land situate in Gaskill Township, Jefferson County, Pennsylvania, consisting of 1 acre and identified as Parcel 1 on survey map of R.B. Shannon & Associates, Inc., Drawing No. OC6-5-1, Sheet 2 of 14, which is intended to be recorded in the Plat Book Registry of the Office of Recorder of Deeds for Jefferson County, Pennsylvania

TOGETHER with all that certain tract or parcel of land situate in Gaskill Township, Jefferson County, Pennsylvania, consisting of 2.468 acres and identified as Parcel 2 on survey map of R.B. Shannon & Associates, Inc., Drawing No. OC6-5-1, Sheet 3 of 14, which is intended to be recorded in the Plat Book Registry of the Office of Recorder of Deeds for Jefferson County, Pennsylvania

TOGETHER with all that certain tract or parcel of land situate in Gaskill Township, Jefferson County, Pennsylvania, consisting of .287 acres and identified as Parcel 3 on survey map of R.B. Shannon & Associates, Inc., Drawing No. OC6-5-1, Sheet 3 of 14, which is intended to be recorded in the Plat Book Registry of the Office of Recorder of Deeds for Jefferson County, Pennsylvania

EXCEPTING AND RESERVING unto Grantors, their heirs and assigns, all prior deeds, rights of ways, easements, license agreements, articles of agreement of record or unrecorded previously conveyed, including without limitation (a) Three rights-of-way to CNG Transmission Corp. dated May 2, 1992 recorded in Jefferson County Docket Book as follows Book 556 Page 655, Book 56, Page 657, and Book 558 Page 293, and (b) excepting and reserving property granted to Cloe Lumber by deed of Grantors dated July 31 1991 recorded in Jefferson County Deed Book 548 at Page 008. Further including in this exception and reservation unrecorded easements, licenses and articles of agreement previously unrecorded but attached hereto and intended to be recorded herewith

FURTHER EXCEPTING AND RESERVING unto Grantors, their heirs and assigns, permanent and perpetual easements in gross, freely alienable and assignable by the Grantors, for all existing wire and pipe facilities or occupations whether or not covered by license or agreement between Grantors and other parties of record or not of record, that in any way encumber the premises conveyed herein, and all rentals, fees and considerations resulting from such occupations, agreements licenses and easement conveyances

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intended usage of the premises as a non-motorized recreational trail, trailhead, parking, and related facilities. These conditions may include, but not be limited to, appropriate fencing, traffic control, signage, support, and detours required by the exercise of easements, rights-of-way or coal and mineral rights. Grantees may, for good cause shown, require Grantors to post adequate security to guaranty performance of these terms and conditions.

THIS land was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") through the Keystone Recreation, Park and Conservation Fund, Act of July 2, 1993, P L 359 No 50. Subject to the exceptions and reservations described above, this land is restricted solely to a recreational trail and related facilities, and no change of use and no transfer of ownership, control, or interest in this land shall occur without the written consent of the Department. This restriction shall have the effect of a covenant running with the land and shall otherwise be binding up the Grantee and its successors and assigns.

GRANTEE acknowledges and agrees that

(1) Grantee will assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over or under the premises or any part thereof conveyed herein that may be imposed after the date of this Deed by any governmental agency having jurisdiction thereover.

(2) Grantee will indemnify, release and hold harmless Grantors, their heirs, successors and assigns, from any claim related to the obligations which Grantee has assumed, including without limitation maintenance, removal and repair of bridges, drainage, road crossings, culverts erosion and sedimentation control, terms and conditions of reserved easements, license agreements, road crossings, pipeline crossings, electrical line crossings and water line crossings, and

(3) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantors, their heirs, successors or assigns.

BEING a part of the same parcel which became vested in Grantors by deed of Consolidated Rail Corporation dated November 12, 1984, and recorded in Jefferson County Recorder's Office at Deed Book Volume 499, Page 596

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0601

FURTHER EXCEPTING AND RESERVING unto Grantors, their heirs and assigns, all coal, oil and gas minerals in, upon or under the property described above, together with the right to remove the same without liability for damage to the surface, subsurface or support. However, this right is under and subject to Grantor's duties and obligations to provide for Grantee's continuous and uninterrupted use of the premises for purposes of a non-motorized recreational trail as set forth herein. Grantors shall be responsible to repair and alleviate any damage to improvements on the properties performed by Grantee, their successors and assigns, which may occur in the course of exercising oil, gas or mineral rights and shall, at Grantor's expense, return the improvements to their condition prior to disturbance. Grantor shall be further subject to the additional conditions set forth below.

FURTHER EXCEPTING AND RESERVING unto Grantors, their heirs and assigns its successors and assigns the exclusive right to grant easements and rights of way and receive considerations thereof, upon, in and under the land herein conveyed for gas, electricity, telephone, water, sewage, or other public services as well as oil and gas pipelines, as future requests for such uses are made, provided no such use shall unreasonably interfere with the County's use of the property as a non-motorized recreational trail. Grantors, and their successors and assigns, shall be responsible to repair and remediate any damages to improvements on the properties performed by Grantees their heirs, successors and assigns that may occur in the course of exercising the right of way or easement on behalf of Grantor or its successors or assigns, and shall return the improvements to their condition prior to disturbance.

FURTHER EXCEPTING AND RESERVING all that piece or parcel of property set forth in Notice of Condemnation and Eminent Domain proceedings in the Court of Common Pleas of Jefferson County at No 80-CD-1998

TOGETHER with the right of grantees, to the extent Grantors may so delegate said right to co-use and enjoyment to a right of way or easement 16 feet in width excepted and reserved in deed of Grantors to Cloc Lumber, dated July 31, 1991, and recorded in Jefferson County Deed Book 548, Page 008, being part of the same parcel

UNDER AND SUBJECT to the obligation of Grantors its successors and assigns to any easements pertaining to the premises described herein or rights of way to comply and abide by any reasonable conditions of Grantees relative to the development, maintenance and use of easements or rights of way to undertake such developments in a manner so as to not unreasonably interfere with the Grantees

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For Pennsylvania Transfer Tax purposes, it is certified that this is a transfer of property to a municipality for recreational purposes and therefore exempt from real estate transfer tax.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals, the day and year first above-written

Sealed and delivered in the presence of

Wanda O. Mollman

John P. Prushnok (SEAL)  
John P. Prushnok

Wanda O. Mollman

George D. Prushnok (SEAL)  
George D. Prushnok

Wanda O. Mollman

David M. Prushnok (SEAL)  
David M. Prushnok

State of Pennsylvania

SS

County of Jefferson

On this, the 10<sup>th</sup> day of January, 2001 before me the undersigned officer, a notary public, personally appeared JOHN P. PRUSHNOK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Wanda O. Mollman  
Notary Public



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## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965 as amended.)

### CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

Jefferson County Courthouse  
200 Main Street  
Brookville, PA 15825

  
Attorney or Agent for Grantee

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State of Pennsylvania

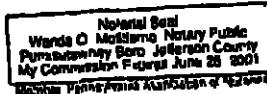
SS

County of Jefferson

On this, the 16<sup>th</sup> day of January, 2001, before me the undersigned officer, a notary public, personally appeared GEORGE D PRUSHNOK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Wanda O. Moller  
Notary Public



State of Pennsylvania

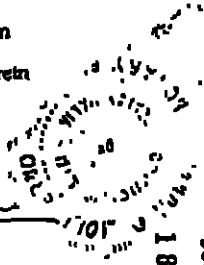
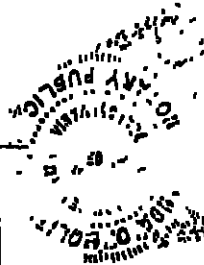
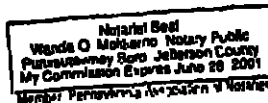
SS.

County of Jefferson

On this, the 16<sup>th</sup> day of January, 2001, before me the undersigned officer, a notary public, personally appeared DAVID M PRUSHNOK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal:

Wanda O. Moller  
Notary Public



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AFFIDAVIT No 20142

VOL 1489 PAGE 29

THIS INDENTURE, made the 30<sup>th</sup> day of July in the year of our Lord One Thousand Nine Hundred and Ninety-two (A.D. 1992)

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and CLEARFIELD COUNTY RAILS TO TRAILS ASSOCIATION, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 310 East Cherry Street, Clearfield, Pennsylvania 16830, hereinafter referred to as the Grantee;

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN THOUSAND DOLLARS (\$10,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim unto the said Grantee, the successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the following described Premises:

ALL THAT CERTAIN property of the Grantor, together with all of the bridges thereon, being the line of railroad known as the Clearfield Branch (a.k.a. The Grampian Industrial Track), situate in Clearfield County, Pennsylvania, and described in Exhibit "A" and generally indicated in Exhibit "B" hereof, hereinafter referred to as "Premises".

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, the title to and the right to remove the railroad track, other track materials, grade crossing signals, signal and communication equipment, and all their appurtenances, excluding however the ballast, bridges and bridge timbers, hereinafter referred to as facilities; together with the right of ingress and egress in, on, over, across and through said Premises for the purpose of removing said facilities, with the understanding that this right to remove said facilities shall expire two (2) years from the date of recording this Indenture. Any facilities remaining on the Premises at the expiration of said two (2) year period shall become the property of Grantee, with the exception of those facilities located in the following Excepted and Reserved areas which shall remain the property of the Grantor.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, all right, title and interest in and to that certain piece or parcel of land which is a portion of the Premises and of the Grampian Industrial Track at

EXHIBIT

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Curwensville, Pennsylvania. This Excepted and Reserved parcel of land is described as being two hundred feet (200') in length, and one hundred feet (100') on either side of a line drawn at a right angle to the centerline of the Premises at approximately Mile Post 46.28, where Grantor's Cherry Tree Branch, Line Code 2359, crosses the Premises, which is indicated on sheet 6 of 16 of aforesaid Exhibit "B".

CONTAINING 13,200 square feet or 0.3 of an acre, more or less.

EXCEPTING AND RESERVING, therout and therefrom and unto the said Grantor, all right, title and interest in and to that certain piece or parcel of land which is a portion of the Premises and of the Grampian Industrial Track at Curwensville, Pennsylvania, located at approximately railroad Mile Post 46.98, being the overhead crossing of the former Buffalo, Rochester and Pittsburgh Railroad and the location of Bridge No. 46.98. This Excepted and Reserved parcel is further described as being bounded on the north by the northerly property line of said Grampian Industrial Track; on the east by a line parallel to and thirty (30) feet distant from the centerline of said bridge and the easterly and westerly extension thereof; on the south by the southerly property line of said Grampian Industrial Track; and on the west by a line parallel to and forty (40) feet distant from the centerline of said bridge and the easterly and westerly extension thereof, all as indicated on sheet 6 of 16 of aforesaid Exhibit "B".

CONTAINING 13,475 square feet or 0.31 of an acre, more or less, of land.

EXCEPTING AND RESERVING, therout and therefrom and unto the said Grantor, all right, title and interest in and to that certain piece or parcel of land which is a portion of the Premises and of the Grampian Industrial Track near Bridgeport, Pennsylvania, located at approximately railroad Mile Post 48.61, being the overhead crossing of the former Buffalo, Rochester and Pittsburgh Railroad and the location of Bridge No. 48.61. This Excepted and Reserved parcel is further described as being that portion of the one hundred (100) foot wide right of way of said Grampian Industrial Track, one hundred (100) feet in length, fifty (50) feet on either side of the centerline of said bridge and the westerly and easterly extension thereof; all as indicated on sheet 6 of 16 of aforesaid Exhibit "B".

CONTAINING 11,000 square feet or 0.25 of an acre, more or less, of land.

EXCEPTING AND RESERVING unto the said Grantor, the continued right of ingress and egress on, over, across and through the Premises so that Grantor has the continued right to use, maintain and operate on, over, across and through these Excepted and Reserved areas.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set

forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the Commonwealth of Pennsylvania now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3) Grantee hereby forever releases Grantor from any liability for any loss or damage, direct or consequential, which may be caused by or arise from the sliding, shifting or movement of any part of any adjoining embankment of Grantor, or by the drainage or seepage of water therefrom, upon or into the Premises, or upon, under, or into anything which may be erected or placed thereon.

(4) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the Premises, from and after the date of delivery of this deed.

(5) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

(6) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(7) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and their appurtenances that may be located on the Premises conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs,

penalties, expenses, obligations, responsibility and requirements associated with said bridge structures and their appurtenances. Grantor shall assume responsibility for the repair, restoration or removal of any at-grade public highway crossings within the sale area, to the extent mandated by any applicable PUC Orders.

(8) Grantor and Grantee do not contemplate that Grantor shall (a) operate its trains, cars and engines to or on the Premises (or any portion thereof), (b) interchange traffic with Grantee or its successors or assigns, (c) participate in any rail rate relationship with Grantee, (d) establish or maintain a track connection with Grantee, or (e) provide cars or car service to Grantee. If Grantee hereafter desires that Grantor do any of the foregoing, the Grantor and Grantee agree that such activities shall be conducted only on such terms and conditions as Grantor and Grantee hereto may hereafter mutually agree upon in writing. Grantor and Grantee further agree that in respect to the matters referred to in items (a) through (e), above, Grantor shall not be called upon, or required, by Grantee to accept obligations in excess of those expressly assumed by Grantor except by written agreement between Grantor and Grantee hereto.

TOGETHER with all and singular the tenements, hereditaments, bridges and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD all and singular the said Premises, together with the bridges and appurtenances, unto the Grantee, the successors and assigns of the said Grantee forever, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid.

AND THE SAID Grantor, for the aforesaid consideration, does also GRANT to Grantee, surface access easements solely for public recreation purposes across the surface of the last three (3) Excepted and Reserved parcels of land so Grantee may have a continuous pedestrian way through the Premises.

THE easements herein granted are subject to the railroad and any other facilities which may be located on the Premises; and the Grantor reserves for itself and its successors and assigns, the right to use the easements or any part or parts thereof for any and all purposes which are not inconsistent with or which do not interfere with or impair the rights herein granted.

AS further consideration for the easements herein granted, Grantee hereby covenants and agrees with the Grantor herein that:

(a) The rights hereby granted are subordinate to the paramount right of the Grantor to use and occupy all or any portion of the easements in any manner whatsoever, provided, however, that any such use or occupancy shall not interfere unreasonably with the exercise by Grantee of the rights herein granted.

(b) All costs and expenses in connection with Grantee's use of these easements shall be borne entirely by the Grantee and Grantee covenants and agrees that no assessments, taxes

or charges of any kind shall be made against Grantor by reason of the easements and rights granted to Grantee; and Grantee further covenants and agrees to pay Grantor promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind whatsoever which may be levied, charged, assessed or imposed against Grantor to its property by reason of the aforesaid easements.

(c) Grantee covenants and agrees that it will at all times indemnify, protect and save harmless the said Grantor from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which it may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, presence, use, maintenance, or removal of any of Grantee's improvements, its facilities and appurtenances in, on, over, above, under, across or through the Premises, whether such losses or damages be suffered or sustained by the Grantor directly or by its employees, patrons, licensees and agents or be suffered or sustained by other persons or corporations, including but not limited to the Grantee, its employees, licensees, or agents who may seek to hold the Grantor liable therefor, and whether attributable to the fault, failure or negligence of the Grantor or otherwise.

(d) If and when the easements or any part thereof shall cease to be used by the Grantee for the purpose hereinbefore mentioned, then the easements and rights hereby granted shall immediately cease and terminate as to so much of the land which shall so cease to be used for the purposes herein intended; and such easements and rights shall revert to the Grantor with the same force and effect as if these presents had never been made.

TO HAVE AND TO HOLD the easements herein granted, unto the Grantee, for the uses and purposes aforesaid, UNDER and SUBJECT and provided as aforesaid.

NOTICE - "THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT." THIS NOTICE is set forth in the manner provided in Section 1 of the Act of September 10, 1963, P.L. 305, No. 255 (52 P.S. 1551).

NOTICE: GRANTOR, PURSUANT TO PENNSYLVANIA PUBLIC UTILITIES - DISPOSITION OF REAL PROPERTY ACT NO. 151 OF 1990 AND ARTICLE 2709 OF SAID ACT, IS ATTACHING HERETO AS APPENDIX "I" A COPY OF THE NOTICE THAT WAS SENT TO THE COUNTY, CITY, BOROUGH, INCORPORATED TOWN OR TOWNSHIP IN WHICH THE REAL PROPERTY IS LOCATED AND TO THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, THE PENNSYLVANIA GAME COMMISSION, THE PENNSYLVANIA FISH COMMISSION AND TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused this

VOL 1489 PAGE 34

Indenture to be signed in its name and behalf by its Director-Asset Management duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

SEALED and DELIVERED  
in the presence of us:

CONSOLIDATED RAIL CORPORATION  
By:

Nancy B Reynolds  
NANCY B REYNOLDS

M Virginia Ebert  
M. Virginia Ebert, Director-  
Asset Management

Attest:

Nancy B Reynolds  
NANCY B. REYNOLDS

Wilberta C Jackson  
Assistant Secretary  
WILBERTA C JACKSON

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA ) ss

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared M. Virginia Ebert, as Director-Asset Management and WILBERTA C JACKSON its Assistant Secretary, respectively, of CONSOLIDATED RAIL CORPORATION, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said CONSOLIDATED RAIL CORPORATION, and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 30<sup>th</sup> day  
of July A. D. 1992.

James C. Shup  
Notary Public

I HEREBY CERTIFY that the  
correct address of the  
within-named Grantee is:

310 E. Cherry St., Clearfield, PA 16830

Judith J. Chittiman  
on behalf of Grantee.

THIS INSTRUMENT PREPARED BY:

Nancy B. Reynolds  
Consolidated Rail Corporation  
Fifteenth Floor, Six Penn Center  
Philadelphia, Pennsylvania 19103

inls

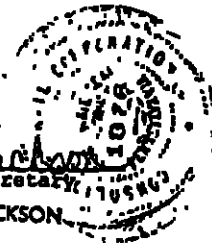
This is a transfer to a conservancy which possesses a tax-exempt status pursuant to section 501(c)(3) of the Internal Revenue Code of 1954 and which has as its primary purpose preservation of land for historic, recreational and/or scenic opportunities, and is thereby exempt from realty transfer tax pursuant to 72 P.S. §8102-C.3.(18).

CASE NO. 70293

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT BY THE AUTHORITY CONFERRED BY THE BOARD OF DIRECTORS OF CONSOLIDATED RAIL CORPORATION (CONRAIL) ON MARCH 18, 1988 TO THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER TO CONDUCT THE BUSINESS AND AFFAIRS OF THE CORPORATION AND TO DELEGATE SUCH AUTHORITY AS HE MAY DEEM NECESSARY, THE CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER DID DELEGATE ON MARCH 19, 1991 TO THE SENIOR VICE PRESIDENT-DEVELOPMENT, WHO ON MAY 23, 1991 REDELEGATED TO THE ASSISTANT VICE PRESIDENT-ASSET DEVELOPMENT, AND WHO ON JUNE 26, 1991 REDELEGATED TO THE DIRECTOR-REAL ESTATE FIELD SERVICES AND DIRECTOR-MANAGEMENT SERVICES (NOW KNOWN AS DIRECTOR-ASSET MANAGEMENT), OR ANY OF THEM, THE AUTHORITY TO EXECUTE AND DELIVER ON BEHALF OF CONRAIL ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF APPROXIMATELY 14.5 MILES OF THE CORPORATION'S ABANDONED GRAMPAN INDUSTRIAL TRACK (LINE CODE 2348, SUB. NOS. 1005 AND 861), CONTAINING 164 ACRES, MORE OR LESS, FROM APPROXIMATELY MILE POST 42.0 IN LAWRENCE TOWNSHIP, TO APPROXIMATELY MILE POST 36.3 IN GRAMPAN, CLEARFIELD COUNTY, PENNSYLVANIA, FOR THE TOTAL CONSIDERATION OF \$10,000 TO CLEARFIELD COUNTY RAILS TO TRAILS ASSOCIATION, OR THE NOMINEE THEREOF.

*Wilbert C. Jackson*  
Assistant Secretary  
WILBERT C. JACKSON



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CASE NO. 70293

EXHIBIT "A"

DEED TO  
CLEARFIELD COUNTY RAILS TO TRAILS ASSOCIATION

Clearfield County, Pennsylvania

Clearfield Branch, Line Code 2348

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Clearfield Branch and identified as Line Code 2348 in the Recorder's Office of Clearfield County, Pennsylvania in Book 772 at page 430; being further described as follows:

BEGINNING at Railroad Station 2055+57, at Mile Post 42.0 in the Township of Lawrence as indicated on sheet 1 of 16 of aforesaid Exhibit "B"; thence extending in a general westerly/southwesterly direction passing through the Borough of Curwensville, the Townships of Pike and Penn, and the Borough of Grampian to Railroad Station 2825+11.5, approximately Mile Post 56.5 in the Township of Penn, as indicated on sheet 16 of 16 of aforesaid Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-185, dated March 30, 1976 and recorded on November 17, 1978, in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 772 at page 417sc., granted and conveyed unto Consolidated Rail Corporation.

EXCEPTING AND RESERVING and Under and Subject as aforesaid.

THIS EXHIBIT "A" CONTAINS 1 PAGE OF WHICH THIS IS PAGE 1 OF 1.

7 0 2 9 3

DEED AND GRANT OF EASEMENT

- to -

CLEARFIELD COUNTY RAILS  
TO TRAILS ASSOCIATION

EXHIBIT "B"

THIS EXHIBIT "B" CONTAINS 16 MAPS.

Corporation  
pendent

Docket AB-167  
Sub No. 1003 N

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EXHIBIT B  
LOCATION AND MAP

GRANTIAN INDUSTRIAL TRAIL

from a point approx. 2,500 feet northeast of the north side of Bridge Street  
in Clearfield, PA (Approx. N.F. 40.0 ±)  
To the east side of Bloomington Avenue in Curwensville, PA  
(Approx. N.F. 46.82, the beginning on a line which is the subject of  
Docket AB-167 (Sub No. 861N))

State(s): PA Counties: Clearfield APPROX. Length  
6.8 Miles ±

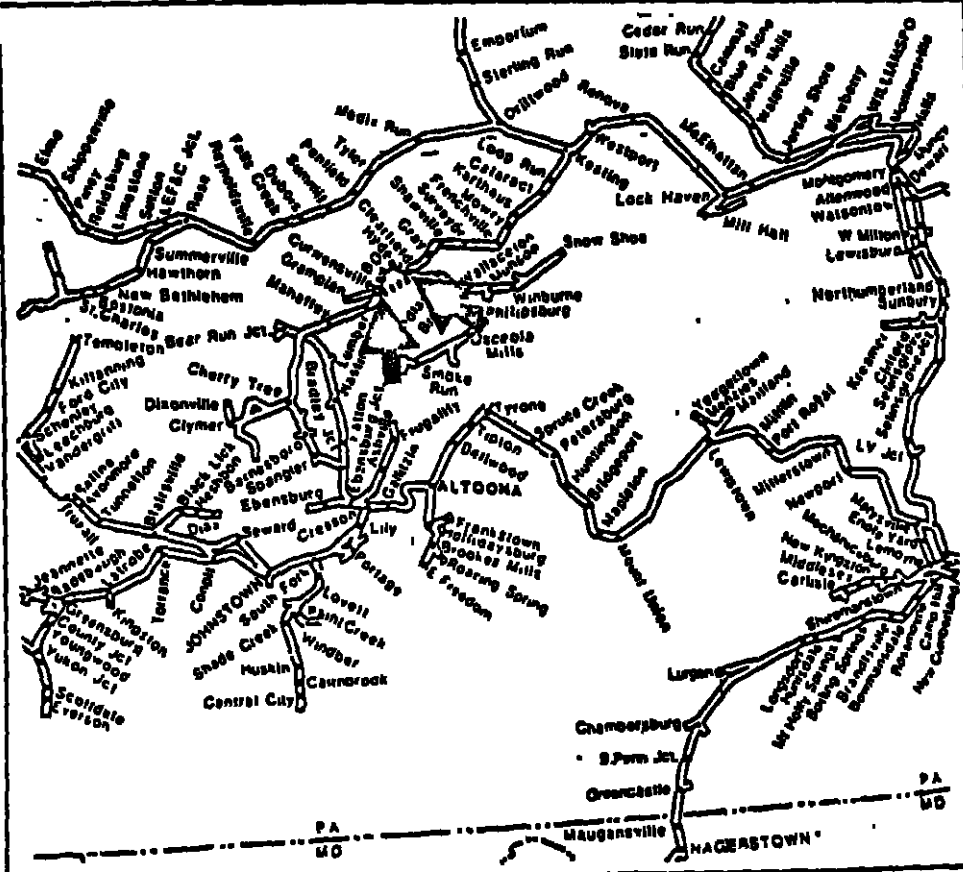


Exhibit B Page 1 of 1

rail Corporation  
for Abandonment

VOL 1489 PAGE 55  
Docket AB-167  
Sub No. 861 N

EXHIBIT B  
LOCATION AND MAP

GRAMPAN INDUSTRIAL TRACK  
(Clearfield Branch)

From the East Side of Bloomington Avenue in Curwensville, PA  
(Approx. M.P. 46.8, the Western Terminus in Docket AB 167 (Sub No. 1005H))  
To The End of the Line in Grampian, PA (Approx. M.P. 56.5)  
(Including All Spur Tracks between the Lateral Cut Points of the Abandonment)

State(s): PA Counties: Clearfield Approx. Length  
9.7 miles ±

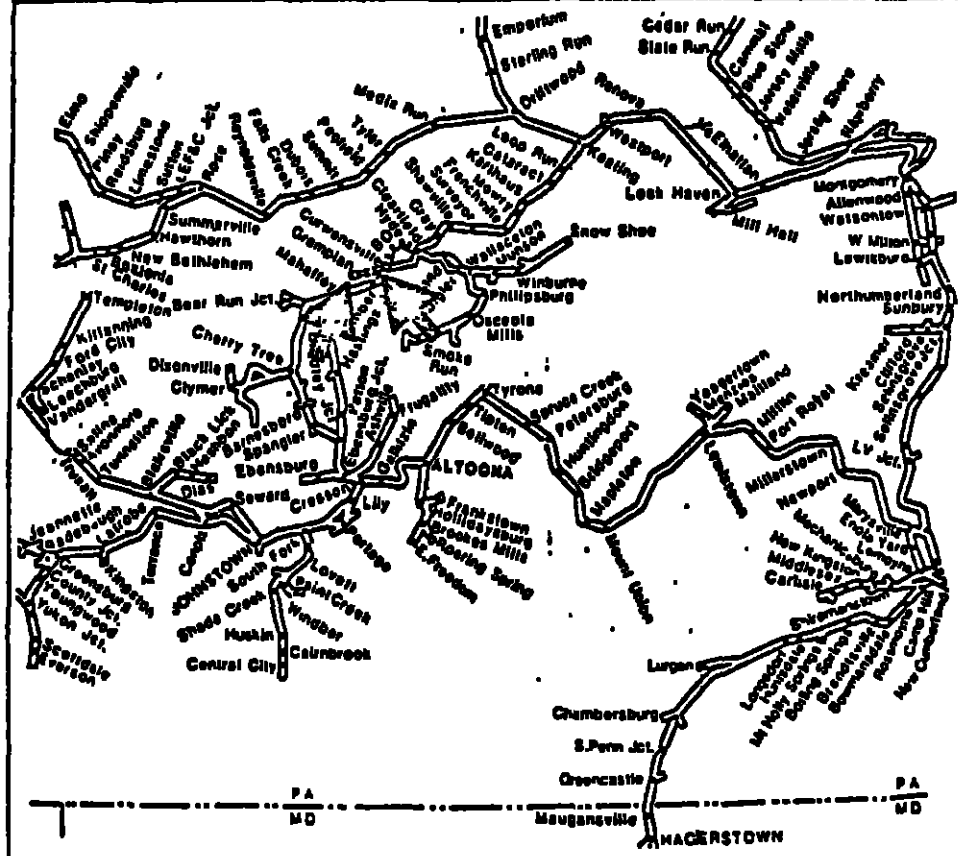


Exhibit B Page 1 of 1

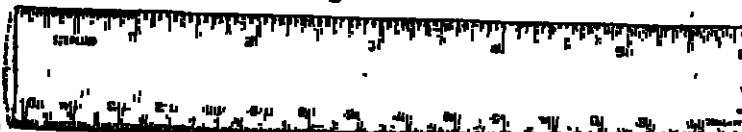
I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:00pm 10-1-12  
BY Fred Ammerman  
FEES \$9.50  
Karen L. Starck, Recorder

Entered of Record 10-1 1992, 2:00pm Karen L. Starck, Recorder



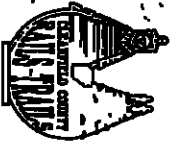
## Trail Courtesies

- # 1. Speed & Control.**  
Adjust speed for trail conditions and other users. Be especially careful while passing pedestrians, children and dogs. Maintain safe speed and control at all times.
- # 2. Communicate before passing.**  
It is very important to let other trail users know when you are approaching from behind. Whether on bikes or running, say "Passing on your left." Give others plenty of time to respond.
- # 3. Share the trail.**  
Step off the trail when talking with friends, don't block the path for other users. Don't trespass or cut through adjacent properties or yards.
- # 4. Right-of-way.**  
Bikers yield to pedestrians, bike riders should yield to all other trail users. Keep to the right and pass on the left.
- # 5. Pet owners.**  
Keep pets on a short leash and use pooper scoopers when your pet fouls the trail.
- # 6. Don't Litter.**  
Respect the trail environment. Don't litter, disturb, or graffiti the trail corridor. It costs us all to perform cleanups or repairs.
- # 7. Be courteous.**  
Be especially alert to users with special needs. This is a multi-use trail. Please respect others, regardless of their mode of travel.
- # 8. Obey signage.**  
Always stop for traffic at roadways and intersections and yield when entering the path from trail heads or connecting routes.

CCRTA is a non-profit, charitable organization, qualified under Section 501(c)(3) of the Internal Revenue Code. Contributors are tax-exempt to the extent permitted by law.

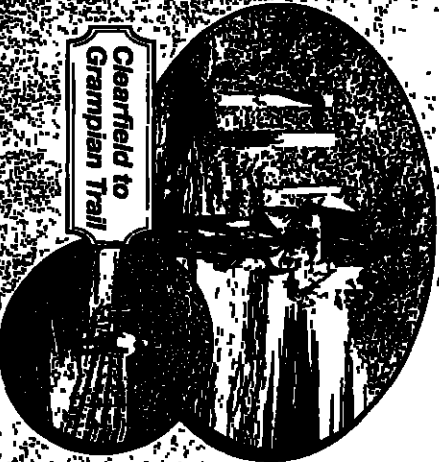
Clearfield County Rails to Trails Association was incorporated on January 31, 1991.

Membership for  
Clearfield County Rails to Trails Association  
\$15.00 Individual  
\$25.00 Family  
Contact: Ben Aron  
182 Lyrain Lane, Curwensville, PA 16833  
(814) 236-0894



## CLEARFIELD COUNTY RAILS TO TRAILS ASSOCIATION

*Restoring abandoned railroad  
rights-of-way into nonmotorized  
recreational use trails.*



Location: Clearfield County  
Miles: 10.5 Miles

Endpoints: @ Clearfield and Grampian

Surface: Crushed limestone

Website: [www.clearfieldrails.org](http://www.clearfieldrails.org)

Phone: (814) 236-0894

## Our Goal

The Clearfield County Rails to Trails Association (CCRTA) was formed to promote the conversion of abandoned railroad rights of way located in Clearfield County to public use trails. The association shall also promote, when feasible, the preservation and protection of the natural resources and history found along these rights of way.



## Railroad Corridors Are Special

Railroad rights of way are different. These long and narrow corridors are perfect for walking, running, cross country skiing and bicycling. And they provide much recreation on very little land. A mere 200 acres of right of way can provide a park over 20 miles long!

In the past, abandoned track in Pennsylvania has become a dumping ground for litter, used unwanted furniture and car parts. Help us preserve the railroad as well as our local environment.

## History

For several decades near the turn of the century, Railroads provided the primary means for America's industrial expansion.

By the mid-1850's the residents of isolated Clearfield County knew that the health of their economy was inexorably tied to the railroad. If the area's abundant coal was to reach far away metropolitan markets, their dependence upon wagon and shallow rivers had to shift. The Tyrone & Clearfield Railroad reached the county's border in 1863, but it wasn't until the Pennsylvania Railroad acquired the TCR in 1866 that a connection seemed possible. An association of 73 volunteers was formed to try to extend the railroad to the county seat. In three years the association raised \$77,000 and in January 1869 the first train arrived in Clearfield. By Christmas Day 1874, similar efforts in Curwensville brought train service westward. It took 18 more years for the railroad to reach Grampian. This railroad operated continually as a commercial and passenger train until March 16, 1988 when the last train reached Clearfield. Clearfield County Rails to Trails obtained ownership on October 1, 1992.

"The Golden Age of Railroad" grew out of this need for a reliable transportation network, and many of Clearfield County's historical attractions and resources relate to this historical preservation.

## Preserve Your Trail

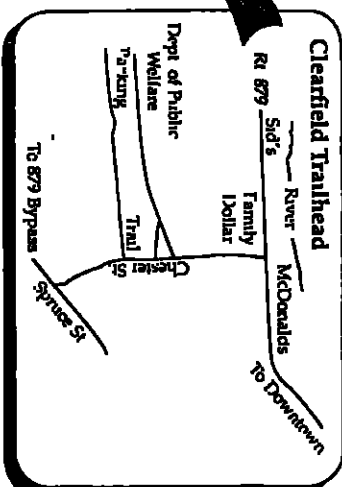
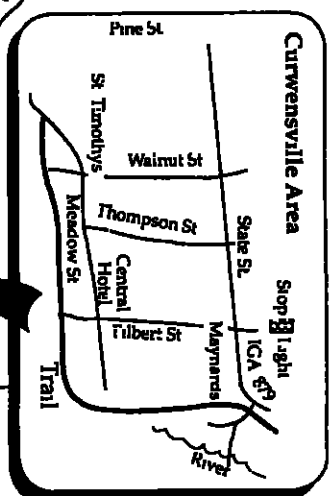
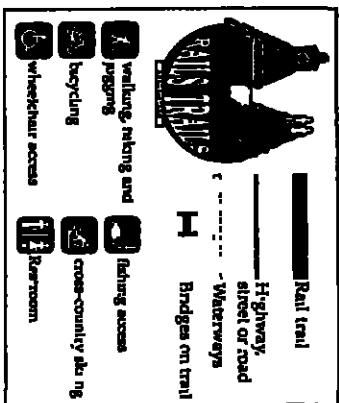
The Clearfield to Grampian Trail belongs to you the people that use it. It is up to all of us to keep misuse from damaging our trail. Motorized vehicles and even horses will cause substantial damage. If you see any misuse please report to the local Police Department at 911, or if you wish to be anonymous call Clearfield County Crime Stoppers at (1-800-376-4700). You need not give your name.

EXHIBIT

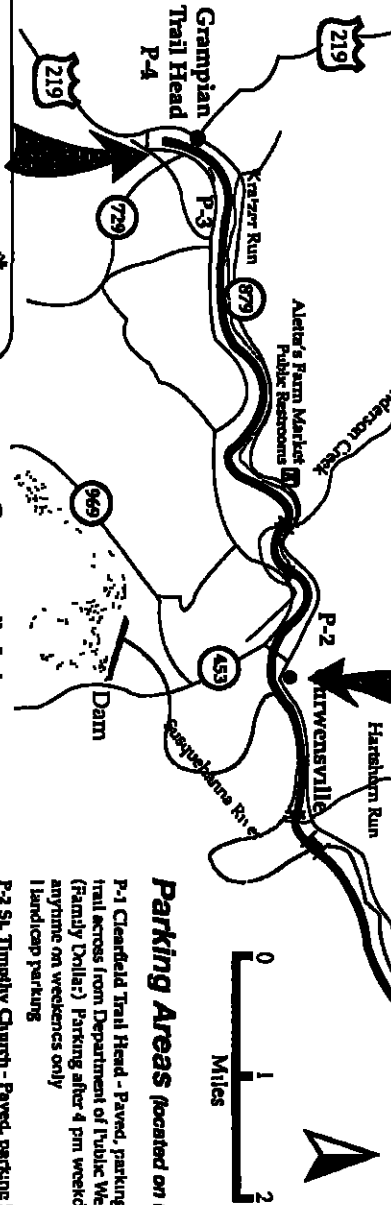
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5/20/2008

# Clearfield to Grampian Rail-Trail



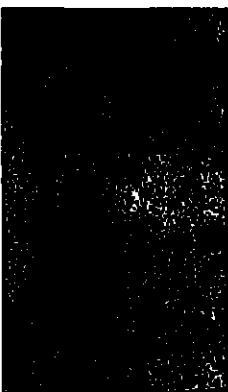
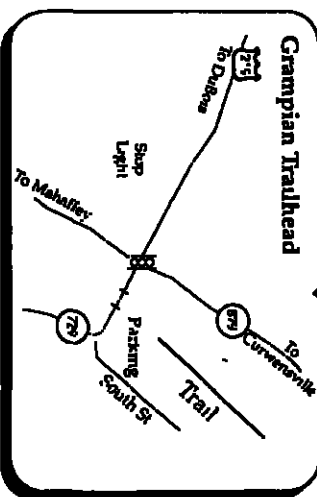
To reach the Clearfield trailhead, take I-80 to Exit 120 (Clearfield) take PA 879 South approximately 4 miles and turn right on Spruce Street exit. Take the first left (Chester St) and in another 200 yards turn left just before the Family Dollar store. Trailhead is just ahead on the left. Look for signs near trail.



## Parking Areas (located on map)

- P-1 Clearfield Trail Head - Paved, parking along trail across from Department of Public Welfare (Family Dollar). Parking after 4 pm weekdays or anytime on weekends only. Handicap parking.
- P-2 St. Timothy Church - Paved, parking behind church anytime except Saturday 4 pm to Sunday 1 pm for church services. Handicap parking.
- P-3 Stonach parking area - Gravel trail, parking anytime.
- P-4 Grampian Trail Head - Gravel, Handicap parking.

**NO MOTORIZED VEHICLES OR HORSES ALLOWED ON TRAIL**



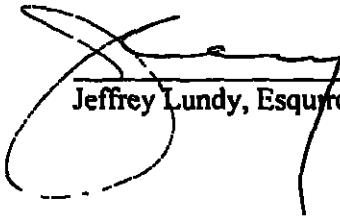
This project was financed in part by a Kysstone Recreation, Parks, and Conservation Fund Program Grant from the Pennsylvania Department of Conservation and Natural Resources Bureau of Recreation and Conservation.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 2<sup>nd</sup> day of December, 2008, a digital Revised Offer to Purchase by P&N Coal Company was efiled with the Surface Board of Transportation. It is hereby certified that a copy of the Revised Offer to Purchase by P&N Coal Company was served upon RJ Corman Railroad by serving same upon their attorney by regular mail on the 5th day of November, 2008 at the following address

Michael J. Barron, Jr  
Fletcher & Sippel LLC  
29 North Wacker Drive  
Suite 920  
Chicago, IL 60606-2832

Also, a copy of the aforementioned was sent by email to Michael Barron, Jr

  
Jeffrey Lundy, Esquire